OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Common Council
DATE/TIME: Tuesday, April 14, 2026 at 6:30 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:

Carol Lukens	Lisa Rasmussen
Michael Martens	Sarah Watson
Terry Kilian	Vicki Tierney
Tom Neal	Lou Larson
Aaron Griner	Chad Henke
Becky McElhaney	

1 Call to order by the presiding officer.

2 Pledge of Allegiance, and Roll Call and Proclamations.

Mayor's Monarch Proclamation

3 Reading of the City of Wausau Public Comment Statement.

4 Comments and suggestions from preregistered citizens.

5 Consent agenda.

21-0518 Joint Resolution from the Infrastructure & Facilities Committee and the Bicycle & Pedestrian Advisory Committee to Approve Securing Sponsorship Funds for the Wausau Bikeshare Program to Expand the Program.

14-0206 Ordinance from the Public Health and Safety Committee Repealing Wausau Municipal Code Section 10.01.012 Use of Hand-Held Mobile Telephones and Mobile Electronic Devices While Driving Prohibited.

26-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

26-0403 Resolution from the Infrastructure & Facilities Committee Approving the State/Municipal Financial Agreement for Business 51 Stewart Avenue to County Highway U.

26-0404 Resolution from the Infrastructure & Facilities Committee Approving the Utility Easement with Beacon Resources LLC at 731 N 1st Street.

26-0405 Joint Resolution from the Public Health & Safety Committee and the Sustainability, Energy, & Environment Committee for a Memorandum of Understanding between the City of Wausau and the Midwest Renewable Energy Association (MREA) to Partner in the Operation of the Grow Solar Central Wisconsin Group Buy Program.

26-0406 Joint Resolution from the Infrastructure & Facilities Committee and Plan Commission for Transportation Project Plat for Project 370-40-40, Grand Avenue Signal Replacements, Sturgeon Eddy Road and Townline Road.

04-0113 Joint Resolution from the Finance Committee and Airport Committee Approving Consent to Transfer Title to Buildings and Improvements and Waiver of First Right of Refusal to Purchase the Buildings and Improvements, Terminating Airport Ground Lease with Wynn O Jones and Approving Airport Ground Lease with Wynn O Jones – 939 Woods Place.

26-0407 Joint Resolution from the Finance Committee and Airport Committee Approving Airport Ground Lease with Cole Lundberg.

26-0408 Resolution from the Economic Development Committee Approving Sale of City Owned Property located at 921 S. 19th Avenue to Habitat for Humanity of Wausau.

6 Ordinances and resolutions.

26-0402 Confirming Appointments of the Mayor of the City of Wausau to the Wausau Arts Commission and the Airport Committee.

26-0409 Resolution from the Finance Committee Approving Alleged Claim for Recovery of Unlawful Tax for Green Acres at Greenwood Hills, LLC - Outlot 1.

25-1109C Resolution from the Finance Committee Adopting 2025 Budget Modification to Transfer a Combined Total of $494,000 to the Recycling Fund, Airport Fund, and Parking Fund.

7 Suspend Rule 1(D) Transmission of Committee business to the Council.

25-1109B Resolution from the Finance Committee Adopting 2026 Budget Modification for the Carryover of Funds from 2025 to 2026.

25-1109E Resolution from the Finance Committee Adopting 2025 Budget Modification for the Wausau Water Works for 2025 Lead Service Line Replacement Project to Cover Costs Not Funded by the WDNR Subsidized Loan.

26-0306 Resolution from the Finance Committee Adopting 2025 Budget Modification for Wausau Metro Ride for Wausau Area Transit Feasibility Study.

26-0410 Resolution from the Finance Committee Approving Fixed Price Product & Services Maintenance Support Agreement with GMV Syncromatics Corp. for CAD/AVL at Metro Ride.

25-1010 Resolution from the Finance Committee Approving of and Participating in the Six Remnant Defendants National Opioid Settlement Agreement.

25-0520 Resolution from the Human Resources Committee Approving 2026 Summer Hours Program.

26-0411 Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed $10,560,000 General Obligation Promissory Notes, Series 2026A.

8 **Announcement from Mayor and Alderpersons.**

9 **Comments and suggestions from citizens present during Public Comment occurring both before and after the business meeting.**

10 **Adjournment.**

Mayor Doug Diny, Chair

NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER

DATE: 04/08/2026
TIME: 4:30 PM
POSTED BY: Kody Hart

This meeting can be viewed on YouTube and Channel 981 on Cable TV

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City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

Office of the Mayor
Doug Diny

WAUSAU
WISCONSIN

TEL: (715) 261-6800
FAX: (715) 261-6808

Proclamation

WHEREAS, the monarch butterfly is an iconic North American species whose migration ranks among the most extraordinary phenomena in the natural world; and

WHEREAS, monarch butterfly populations have declined sharply, with less than one percent of the western population remaining and the eastern population decreasing by over 90% in the past two decades due to habitat loss, making their conservation a critical environmental concern; and

WHEREAS, cities, towns, and villages play a critical role in creating habitat for the monarch butterfly and other pollinators, supporting healthy ecosystems, biodiversity, and food production; and

WHEREAS, residents of the City of Wausau can make a difference for monarch butterflies by planting native milkweed and nectar plants to provide habitat for monarchs and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, the City of Wausau is committed to promoting environmental sustainability and enhancing our public green spaces to serve as native habitats; and

THEREFORE, be it resolved that I, Doug Diny, mayor of the City of Wausau, Wisconsin, have officially signed the National Wildlife Federation's Mayors' Monarch Pledge and officially committed the following meaningful action throughout the next year to protect the monarch butterfly.

Mayor's Monarch Proclamation

in the City of Wausau, State of Wisconsin, and it shall be recognized by encouraging residents to take actionable steps to help restore and protect our local habitat

Doug Diny

Doug Diny
Mayor of Wausau
City of Wausau
April 14, 2026

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Joint Resolution from the Infrastructure & Facilities Committee and the Bicycle & Pedestrian Advisory Committee to Approve Securing Sponsorship Funds for the Wausau Bikeshare Program to Expand the Program.

Committee Action: Infrastructure & Facilities Committee Approved 5-0; Bicycle & Pedestrian Advisory Committee Approved 5-0

File Number: 21-0518 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
	Budget Neutral:	*YES [X]*	*NO [ ]*		
COSTS	*Included in Budget:*	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Fee Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Debt Finance:*	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, on January 26, the Bicycle and Pedestrian Advisory Committee recommended unanimous approval of seeking sponsorship to expand the City of Wausau bikeshare program; and

WHEREAS, on February 12, the Infrastructure and Facilities Committee recommended unanimous approval of seeking sponsorship to expand the City of Wausau bikeshare program; and

WHEREAS, The City of Wausau bikeshare program has been in operation since 2019; and

WHEREAS, community bikeshare provides a wide range of benefits including reduced carbon emissions, decreased traffic congestion, economic development support, and improved social equity; and

WHEREAS, converting to a sponsorship model will assist with the creation of a more robust network within the City of Wausau; and

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau to approve seeking sponsorship to expand the Wausau bikeshare program, according to recommendations made by the Infrastructure and Facilities Committee and the Bicycle and Pedestrian Advisory Committee.

BE IT FURTHER RESOLVED by approving the sponsorship model, the City will seek sponsorship funds and utilize those funds to operate the bikeshare program.

Approved:

_____

Doug Diny, Mayor

Community Development
Carrie Edmondson, Assistant City Planner

DATE: April 14, 2026
TO: Infrastructure & Facilities Committee
SUBJECT: **21-0518** Joint Resolution from the Infrastructure & Facilities Committee and the Bicycle & Pedestrian Advisory Committee to Approve Securing Sponsorship Funds for the Wausau Bikeshare Program to Expand the Program.

PURPOSE

City of Wausau Bikeshare Expansion

BACKGROUND

The City of Wausau bikeshare program has been in existence since 2019. The Community Foundation assisted with funding to initiate the program. However, the program is now fully funded by the City. Currently, the City owns two stations and nine bikes. One station is located near Wausau on Water (WOW) and one is located near Riverlife Park under the Bridge Street bridge. The total cost to operate the program for the 2025 season was $11,250 (with minimal offset from rental fees). The costs are anticipated to rise for the 2026 season.

The placement of the two existing stations was intended to pilot the bikeshare program. These locations provide convenient access for recreational use and allow residents and visitors to enjoy the River Edge Parkway. While the pilot has demonstrated recreational value, the limited number of stations restricts the program's ability to function as a broader transportation option. Expanding the network would allow users to access more destinations throughout the City and support bikeshare as both a recreational and transportation resource.

An additional purpose of bikeshare could be to provide a last-mile solution. A last-mile solution is a way to help travelers who rely on public transportation to complete the final leg of their journey (from where transit stops to a shared common destination). At present, Metro Ride does not travel to the Wausau Business Campus. Bikeshare may provide a good last mile solution for those who work in the Wausau Business Campus and rely on transit. The last Metro Ride stop out to the Wausau Business Campus is currently at the northeast corner of the S. 28th Avenue/Stewart Avenue intersection. Installing a bikeshare station near this intersection, along with an additional station in the Wausau Business Campus, could enable commuters to combine transit and bikeshare to access employment destinations that are not currently served by transit. Additionally, a bikeshare station in the Wausau Business Campus would allow employees and nearby residents to take advantage of the new multi-use paths in the immediate area.

To begin expanding the system, staff is proposing to relocate one of the existing stations (the current stations are in close proximity and provide somewhat redundant service) and to add

three additional stations at strategic locations, including near new housing developments. The estimated cost to operate with this level of expansion is $50,000 to $60,000. One way to offset this cost is to transition to a sponsorship model, the model used by most bikeshare programs.

Bikeshare Provider
Tandem Mobility provides services for our bikeshare program. Services include bicycle maintenance, administrative services (including the app and payment processing), and marketing.

Potential Sponsors

- Health Partners
- Downtown developers
- Wausau Business Campus businesses
- Southwest side businesses
- Others

Sponsorship Ask
$50,000 for 5 stations or
$12,000 per station

Current Cost to Patrons
$1.50 per 30 minutes
$99 per year

Attached:

- Usage data
- Map
- Sponsorship slide deck
- Draft January BPAC Minutes

RECOMMENDATION

2/12/26 Infrastructure and Facilities Committee approved the item 5-0.
1/26/26 BPAC recommended forwarding the expansion through sponsorship model to the Infrastructure and Facilities Committee 5-0. In addition, it is recommended that one station be relocated further south along the east River Edge Parkway or to the west River Edge Parkway to allow for different opportunities for utilization.

OFFICIAL MINUTES
REGULAR MEETING

MEETING:	Infrastructure & Facilities Committee
DATE/TIME:	Thursday, February 12, 2026 at 5:15 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:

Chad Henke (C)	Lou Larson (VC)
Tom Neal	Sarah Watson
Michael Martens	

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:15 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

Chair Henke read the public comment statement.

Nicole Radtke, 1203 S 9th Ave, appeared due to parking issues by Holy Name Church. They have been parking illegally for years, blocking driveways, parking close to stop signs, among other issues. She has talked with the cops about this issue. They only issued tickets once. The Pastor agrees it is a problem and more things need to happen. She has even gone to the news. Her ultimate goal is to have no parking on one side of the street, so drivers can enter the intersection without worries of being T-boned or in an accident in general.

Michael Haroldson, 1812 Merrill Ave, appeared on behalf of 223 Myron Street, to let the committee know they are willing to sell.

2 Consideration of the minutes of the preceding meeting(s).

January 8, 2026 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

3 Discussion and possible action.

a. State/Municipal Financial Agreement for Business 51 Stewart Ave to County Highway U

Wesolowski was contacted by the DOT. They have been given a rather generous budget for connecting highways. They are looking at doing a mill and overlay on Business 51, which would start north of Stewart Ave, take 1st Ave up past Bridge St and up to Merrill Ave. A good portion of that is concrete. They would do a diamond grind and then an overlay. 3rd Ave up to Merrill Ave, is asphalt, and would be milled and overlaid. The DOT is 100% responsible for the construction costs, the city is responsible for 25% of the engineering costs, which is estimated to be $47,360. The time frame for the project is 2029-2031. Staff is looking for the committee to approve the DOT to do the work, and for the city to commit the money for the design.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Jackson St, west of 5th St and east of the overhead walkway

Wesolowski stated this is a housekeeping item. On the north side of the ramp there is no parking posted, but it is not in ordnance. Staff would like to put it into ordnance so there is no parking on the south side of Jackson.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

c. 15-minute loading zone on the north side of Jackson St, west of the overhead walkway

Wesolowski stated this is similar to the previous item. It was approved in the plan as requested by the developer to have those spots as 15 minute loading zones. The picture in the packet shows that is the way it is currently marked. Staff would like it put into ordinance so that the police can enforce it.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Considering purchasing the following properties adding additional land to the Department of Public Works Streets Division: 108 Adolph St, 112 Adolph St, 112 1/2 Adolph St and 233 Myron St.

Larson will not support this at this time due to a lack of permanent direction with the fleet facility right now. We are not going to buy up the neighborhood, or buy houses there, until we get a clear pathway of what to do with our fleet facility. Larson will not vote for spending any unnecessary taxpayer's money.

Neal asked if the properties were currently on the market. Lindman doesn't believe they are formally on the market, the property owners have approached us because they would like to sell. Neal asked if there were any issues with it being an arms-length sale not being offered to the public before we considered it. Lindman stated that there would be a conversation with the attorney's office. If this committee feels there is an advantage for public use, then the property owners would provide formal offers through the attorney's office. They would then go through the process of making sure everything is done in accordance with the rules, and the process would be just like any purchase of property. It would go to the finance committee for consideration of offers and negations, and ultimately, if the city wanted to accept the offers, it would go to the city council for final approval. In the past, with properties for sale around this area, the property owners would come to the city, the city would consider a purchase for the expansion of the facility and use by the Department of Public Works. Obviously, there are advantages for the city in the long term to having additional property there. This doesn't commit the city to anything, just says we are interested and would start the process for consideration. Neal asked if that process would include the city assessor giving values to the properties before they are on the market. Lindman stated that before anything went to the finance committee, all of that would be vetted through the attorney's and assessors' offices. Henke said when he was approached with this before starting any of it, he thought it would be a good discussion. However, if the committee is not interested, then why even start that process? He thought we should at least discuss it and then take it from there.
Martens asked what the property on Myron is currently used for. Is it a commercial property? Lindman confirmed it is a commercial property whose current owners, Wausau Engine, approached the city stating they are willing sellers, and also spoke during open comment. Martens asked how many more properties we would need to acquire for the fleet facility on DPW property to happen. Lindman stated roughly 9-10, but this isn't really for that at this point, it's really for consideration to purchase more space to make improvements to the DPW area. Neal, regarding the commercial use property that was just mentioned, asked if there are any concerns about environmental issues. In past history, it has been a machine shop, there is always a potential there. The properties in consideration are in the flood plain, redevelopment isn't an easy process. They would have to be brought out of the flood plain. Soil investigations would need to be done, to see if there are any other liabilities and that would be part of the process. We would probably start with an updated phase one, then revisit that to see if we should be doing any soil tests before it comes forward. Neal asked if this could be a

dealbreaker if the property needed remediation. Lindman said no, but if it does, he doesn't think it would be expensive if we repurpose for facility use. You never know what we are going to find, but he doesn't feel that way.

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 4-1, with Alderperson Larson opposed.

e. Utility easement with Beacon Resources LLC at 731 N 1st St

Wesolowski said this easement is to reroute the storm and sanitary sewer utilities on the south side of McIndoe St, east of First St. This would allow for those utilities to be placed in that corridor without having to dig up McIndoe Street. The developer agreed to give us this easement to provide for those utilities. Wesolowski recommends approval.

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

f. City of Wausau Bikeshare Expansion

Edmondson spoke regarding the City of Wausau bikeshare program which has been in existence since 2019. We do have 2 bikeshare stations and 9 bikes that we own. They are both located along the east side of the river edge parkway (one near WOW and one under the Bridge St Bridge). Location choices were to pilot the program and see if there was interest in using it. There has been interest since 2019, it has stagnated somewhat, possibly because the novelty of the couple of stations on the river edge parkway has worn off. As staff, one of the things we are looking at is, is there potential or opportunity to grow that program? We think there is. We brought it to the bicycle and pedestrian advisory committee, showing them some options that Tandem Mobility had given us for converting to a sponsorship model. This is a model used by a lot of other bikeshare programs in other cities. Sponsors get the opportunity to put their branding on the bikes or on the stations. The sponsors get marketing and advertising and the program gets funding from the sponsors, which provides a way to operate the program. Tandem Mobility put together a sponsorship slide deck that we customized to make it more city of Wausau specific. What we have been looking at on the staff level is how we would want to do the relocations. There is a map in the packet that shows the location of the two existing locations in blue and then some potential opportunities in yellow. We have looked at possibly near some of the newer developments downtown. A lot of the time, apartments like to provide other amenities for their residence. Another option may be to relocate one of the stations. They are a little redundant being located so close together, so maybe relocating one on the west side of the river edge parkway. One of the bike pedestrian committee members brought up Marathon Park as maybe a potentially good option. Finally, the stations on the river edge parkway are mainly used recreationally, but another way bikeshare can be relevant is as a transportation option for people that are dependent on transit, or are just looking for a more economical means of transportation. In talking with Ron at Metro Transit, the furthest west the bus currently goes is in front of Family Treasures (2720 Stewart Ave). Theoretically, if there was a sponsor in the business park, there could be an additional station in the business park to connect if someone is relying on bus transit, and see if there is a need. Basically, there is not a lot of risk to us. Tandem Mobility would be willing to shift things, so if we don't see good usership, we have the ability to have them shift things pretty readily. The bicycle and pedestrian advisory committee asked us to bring this request here to basically ask to be able to convert to that sponsorship model. We would be reaching out to sponsors asking if they would sponsor a station or maybe the whole program. If we got a huge sponsor, they would get their branding on the bikes. We are looking to upgrade to the sponsorship model.

Martens asked if expanding the bikeshare program would be dependent on a sponsorship. Edmondson: Yes. Initially, when the program began, it got some funding from the Community Foundation, which has since gone away. It was mostly to start up the program. The city has been paying. She believes the invoice was $11,250 last year, with a little bit of offset from rentals. They do anticipate that cost going up. There might be a little bit of cost share by the city initially, but the goal would be to shift to a complete sponsorship model. Either way, Edmondson thinks relocating one of the stations would be a good idea just to create some

ability to use them in different spots instead of basically one spot. The scaling would be dependent on the number of sponsors we get. Martens agreed that moving one of the bikeshare locations downtown, either by the Foundry building or the transit hub would definitely improve the utilization. Martens is not totally sold on expanding out to the west side with it. He would need to see something really compelling from other communities with bikeshare as a mode of essential transportation, and not recreationally transportation. Otherwise, Martens thinks the sponsorship model would be a good way to expand the program. Edmondson agrees with the non-recreational transport point. It's a long distance between the west metro stop and the business campus, and we don't have really robust infrastructure the whole way. There is good infrastructure when you get out there, but there are some gaps between the transit options. When we had the ribbon cutting for the 72nd Ave multi-use path there was an employer from Wausau Window and Wall who spoke saying they do have some employees that bike. Staff could possibly discuss it with potential sponsors out in the business park and see if they think there is a need, and if they are willing to sponsor to try it for a season.
Martens asked if the bike racks are used on the buses that go out towards 28th Ave? Edmondson didn't know, but works with Ron at Metro and if we did something like this, she would work with Ron to look at how much it is being utilized and if they are seeing a benefit. Martens mentioned If people are using their bikes for the last mile on the transit buses, then maybe there would be an opportunity there to provide bikes for people who may not have bikes or want the hassle of loading and unloading the bike off the bus.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion.

a. Parking restrictions on S 9th Ave by Holy Name church

Without objection, this item was taken up at this time out of order of the agenda.
Henke had a discussion with Radtke beforehand to let her know that the next steps would be to submit a petition with signatures and photographs. This is in Larson's district. He would be interested in whether Engineering would need to do any studies on safety. Is there a lack of enforcement, or do we need to put parking on one side of the street? He wants to be safe, but not discourage churchgoers.
Wesolowski said engineering would do a staff report on the width of the street and look at what travel width remains with 2 vehicles parked on the street. We will talk with the church as well and notify them if something comes forward so they have a chance to speak about it also. This is why Henke brought up the Petition. All the signatures will get notice, but then we will also do the mailing, so that everyone can have their say on it. Cars parked too close to driveways or intersections are an enforcement issue. If increased enforcement is needed, PD could add it to their list of priorities. Neal asked if we were potentially looking at just relocating the problem to other neighbors. He is not familiar with the lay of the land there, but thinks we need to look at it clearly enough to not just move the problem. Radtke stated she is open to options. People park illegally and don't obey the current signs, so she is not sure if they would obey the no parking signs. Officers have only issued tickets once. Enforcement needs to happen more because it's a problem when she can't utilize her driveway. Other neighbors have had emergencies and were unable to leave their driveways as well. Its a big problem. Larson mentioned that Radtke also shared with him the lack of parking patrol on the weekends, when it is needed most, during services. No parking patrol on the weekend needs to be addressed and looked at as well as we go forward. Radtke confirmed she was told parking patrol does not operate on Saturdays and Sundays, so officers need to come instead. In the past, when she had called, the officers arrived too late, because the service was over. Or they don't have their ticket books on them and must go back to the station and get the books, then return to issue the tickets, if cars are still there. She has talked with the PD and was told they acknowledge it is a problem, but that is as far as it has gone. The news station spoke with the pastor as well. He agrees it is a problem and that the congregation is not listening to him. Radtke feels that if parking was enforced in the area for a year, people would learn that they would be ticketed. She is also very concerned about safety and doesn't want someone to get injured. She has witnessed one T-Bone accident already. She doesn't want anyone to get seriously injured before something is done. Neal mentioned there is signage around town in neighborhoods: no parking here to corner, no parking here to driveway, very clearly delineated. He believes in

those neighborhoods it's because somebody came and said, Hey, we have a problem, and the city responded. What would the process be to add signs? If Radtke is not opposed to having a sign on her boulevard. Radtke stated she is fine with that, she would just like to be able to enter and exit her driveway. Blocked crosswalks are also a problem. There is a gentleman that uses a motorized wheelchair and can not even use the crosswalks because they are blocked. That's a safety concern, when residents can't use crosswalks to walk with pets or small children. Larson asked if a motion was OK. Henke reminded us that this is just under discussion right now. If we get a petition in, we can add it to the March Agenda. In the meantime, Larson suggests we look at how that might look. Martens asked if there are any parking restrictions on 9th Ave right now. Radtke noted that on the north side of Bopf, right in front of the church, there is a no parking here to corner sign, but that's it. Martens knows there is more expense involved with striping, but could that be an option, so people would know where they can or can't park. Lindman would like to try to resolve it without doing striping. Staff will look at the area and bring back recommendations. Henke noted that if a petition is submitted by the end of the month, this item would be considered at the March meeting.

b. Update on the railroad crossing gates on 17th Ave

Wesolowski, we petitioned to have the gates looked at on 17th Ave between Sherman and Stewart. According to Heather Graves, at the Office of the Commissioner of the Railroad (OCR), at this time, their investigation yielded no upgrades were warranted. That is due to the low speed of the trains, the low speed of the traffic and the fact that there have not been accidents there. They are going to keep it open for a while, but they don't anticipate anything changing. What would change would be a major accident, but we hope that doesn't happen. There are a lot more high-speed crossings that have concerns or accidents at them. The OCR is not closing the book on it, but they are not going to do anything at this time. Larson remembered the main reason we brought this up was the noise pollution, because they blow their horns at all hours of the day and night and don't respect the 7pm-7am quiet zone. Maybe it needs to be brought up to the train officials again that we have a noise ordinance that needs to be followed. Henke also recalled that the quiet zone times discussion was the original conversation intent. He has gotten fewer phone calls, but he still does hear a horn every once in a while right around 7am (recently around 6:30/6:45) Wesolowski has an upcoming meeting with the railroad about some other items, and will talk to the local roadmaster asking about their policy for horn usage. He acknowledges we do have a quiet zone, and the railroad may be required in certain instances to blow the horn, so he will have that discussion. Henke thinks it's a good continuing discussion to have with them just to stay on top of it.

c. Discussion on snow plowing policy

Lindman, Over the last couple of years we have had some alders with questions about areas with center boulevards. In particular, why we plow to the outside of the road versus the center? Residents have complained. In the past, the city did plow some areas to the center of boulevards versus the driveways, sidewalks and city corners. The updated policy came into place a few years ago. We plow to the outside because it is the most efficient way for us to wrap corners. Dustin Kreage, DPW Superintendent, spoke about various reasons we stopped plowing snow to the center. Most boulevards do not have storm drains in the center, so when the snow piles on center boulevards, all the run-off in the spring comes across the road and freezes/thaws and continues to create maintenance issues. We may have to bring graders out to pull up the ice, and use additional materials on the ice. Plowing to the center also takes more time due to having to go back and clean up the edges, corners, and wrap in the intersections. From an efficiency standpoint, that is really why we plow to the outside. We brought it forward for discussion and feedback because of those complaints to the committee. Neal is working on behalf of a couple of constituents living up on east hill. He was contacted a week ago about a plow depositing snow on the center median. They are concerned because, years ago, it used to be put on the median, but the policy was changed. One of the constituents was really perturbed by this because this center median has a sidewalk down the middle. The city's responsibility with regard to public sidewalks that are not in front of a residence, which this area would fall under, is for the city to keep the sidewalk clear. So he asked why they don't go ahead and clear the sidewalks all winter because it hasn't been done, they are covered in snow and they remain that way. There is some history in the fact that we

have used the median in this case. There is also potential for more push back from constituents about the sidewalk issue. This might be a special case. Neal doesn't know if this is replicated elsewhere in the city with the sidewalk issue. So he would be looking to potentially altering our policy and practice up on the hill. Lindman noted it's challenging and Neal is not the only alder that has brought this forward. His recommendation to the committee is that if the policy is going to change, it will stay consistent across the city. Understanding that if it's one block or two blocks, it's not a big deal, but there are lots of areas with center boulevards. Neal agrees it's not feasible on Thomas St with the center median being narrow. It would have to be in places in the city with enough width in the median. Maybe we should look at the city street map and redline where this could be a consistent practice. The sidewalk issue on East Hill is a unique situation, which is an inconsistency that may be a special thing. Neal noted that our policy says clean sidewalks. So are we going to do that instead? Lindman couldn't remember when cleaning the sidewalk up there stopped, possibly even before he started. If this committee wants to change how we do the plow to the center plus keep the sidewalk clear, we'll take that direction and implement it. Neal noted that the sidewalk is quite steep in the east hill area, and he felt maybe let's keep the sidewalk covered, but let's look at the potential for depositing the street snow there. If the snow is deposited into the center, in heavy snow years, that snow will obviously push onto that sidewalk, which it had in the past. Maybe to alleviate the melting issues, this could be one of our snow collection areas that gets taken down to the River Drive snow area. That area might actually have a storm sewer in the center of the street with the steepness. Kraege mentioned one of the major concerns with plowing toward the center median was that the plows were going against traffic, which adds a risk of accidents when you meet a car and the plow is going the wrong way. Plow operators are technically not authorized to break traffic laws, even in snow emergencies. Neal questioned if our equipment has blades that can be shifted to the opposite angle. Kraege noted that with the loaders, you can pivot the blades, you may create spill off, and it will take more passes in the street to get everything cleared. Neal wants to get back to the constituents at some point with something definitive because this will keep coming up. Lindman asked if this is the direction that the committee wants to go as a whole. We can definitely edit the policy and bring it back for a final decision. Henke thinks we can draft something in the policy and bring it forward and have a vote on it at the next meeting. Specifically in that area. Neal feels this is like the previous item where complaints from a neighborhood have led to addressing the issue. This is a case where the people who live there constitute a starting point, and it gets addressed. Henke suggested maybe even the option of shoveling that sidewalk, as an option. Kraege stated he can see the complaint and can look for options. He will come back with some ideas about what we could do there. Henke suggested possibly one agenda item with 2–3 options. Neal thought some might look at it as special treatment. There isn't another option, so with a citizen's complaint, let's look at it.

5 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Larson, to Adjourn. Motion carried. Meeting adjourned at 06:03 PM.

The recording of this meeting may be viewed on YouTube [@CityofWausauMeetings]

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

City of Wausau **Bicycle and Pedestrian Advisory Committee**

MINUTES

January 26, 2026

Members Present: Jonathan Smith (Chair), Alder Tom Neal, Alder Terry Kilian, Chris Filtz, and Veronica Hope

Others Present: Makayla Galecki (Wausau MPO), Lt. Jillian Kurtzhals and Carrie Edmondson

Location: Wausau City Hall, 407 Grant Street, Maple Room

In compliance with Chapter 19, Wisconsin Statues, notice of this meeting was posted and transmitted to the Wausau Daily Herald in the proper manner.

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1. **Call to Order**
   Chair Smith called the meeting to order at 5:01 p.m.

2. **Public Comment**
   No public comment was received.

3. **Consideration of the December 22, 2025, meeting minutes.**
   Motion/second by Neal/Filtz to approve. Passed unanimously. 5-0

4. **Discussion and possible action**
   - *a.* Review 2026 pavement marking list.
     Chair Smith noted that he was glad to see that Thomas Street markings were included as he considers this a priority. The group also discussed Stewart Avenue and the condition of those markings. Sharrows and placement were discussed. TJ stated that MUTCD standards are followed for all markings. Future priority marking should be forwarded to Engineering staff.
   - *b.* Review bikeshare expansion plan.
     Carrie presented on the current City of Wausau bikeshare program including the number of stations, bicycles, and locations. She stated that the two stations are located on the east side of the River Edge Parkway near each other. An expansion plan could include relocating one of the stations and adding three additional stations. A last mile solution is also being explored to connect to the Wausau Business Campus. Alder Neal asked about ridership data and suggested sharing this with potential sponsors. Chris noted that another opportunity for relocation would be farther south on the east side of the River Edge Parkway. Carrie stated the next step would be moving forward to the Infrastructure and Facilities Committee.
     Motion/second Neal/Smith to approve. Passed unanimously. 5-0
   - *c.* Spring Newsletter submittal – due 3/6/26
     Suggestions included bikeshare expansion or Mellow Streets map, to be finalized at the February meeting.

5. **Discussion**
    a. Mellow Streets discussion
    Chair Smith reviewed a Mellow Streets map that he has completed. The map includes routes that are less intensive, often directly parallel to mapped bike routes. Additionally, information is included about bicycle amenities. Next steps and opportunities were discussed.
    b. Wisconsin Bike Fed educational opportunity.
    Marathon County has received a bicycle education grant, and the Wisconsin Bike Fed will be providing educational opportunities to residents of the county. Carrie referenced an email she had forwarded which included a survey where committee members could specify which classes were most desirable. Makayla elaborated on the educational opportunities and stated that the Wisconsin Health Communities Summit will be held in Wausau April 23-24.

6. **Update on City projects.**
    a. RRFB installation 6th Avenue/Bridge Street and 1st Avenue/Callon Street
    Materials have been ordered.
    b. River Edge Parkway – Winton Street to Gilbert Park extension
    The OCR petition has been filed. Signs for the on-street route have been ordered. The S. Third Avenue and Imm Street intersection will be evaluated by the Engineering Department.

7. **Items for future agendas.**
    - RRFB update
    - Bike flags
    - River Edge Parkway

8. **Next meeting date.**
    The next regular meeting is scheduled for February 23, 2026.

9. **Adjournment**
    Motion/second by Filtz/Neal to approve. Passed unanimously. 5-0

City of Wausau Bikeshare

Since 2019, the City of Wausau has partnered with Tandem Mobility to service and maintain the nine bicycles at two stations and provide administrative services for the program.

TANDEM MOBILITY
Community Focused Bikeshare

Turnkey Bikeshare

Let us do all the work!

TANDEM MOBILITY

FULL-SERVICE MAINTENANCE

Tandem Mobility hires local Field Service Technicians & District Managers who provide ongoing maintenance to the bikes and stations.

LOCAL MARKETING

We'll host a website for your program, provide promotional coupons, and cross-promote your key community events

EQUIPMENT REPLACEMENT

As equipment gets damaged or goes missing, we repair and replace. Preventative measures include rental audits and customer support outreach, location verification pings, and end-rental photo requirements.

RISK MANAGEMENT

All users must sign a digital waiver and complete a safety tutorial in app prior to renting.. Tandem Mobility will add your city as an additionally insured on our $1M per occurrence, $5M aggregate insurance policy.

DELIVERY AND INSTALLATION

Tandem Mobility handles delivery and installation. Our stations can be installed on any prepared hard surface and do not require access to electricity or wi-fi.

CUSTOMER SUPPORT

With contact info on the stations and on each bike, the public calls us, not you. Our team is on call 7 days per week to assist users with billing or technical issues.

Rental Process

TANDEM MOBILITY

1

SCAN

Scan the QR code to download the Movatic app

2

DOWNLOAD

Download the Movatic app and create an account

3

UNLOCK

Scan the QR code or enter bike # to unlock

4

RIDE

Enjoy your ride! Be sure to follow all rules of the road and always ride in control.

5

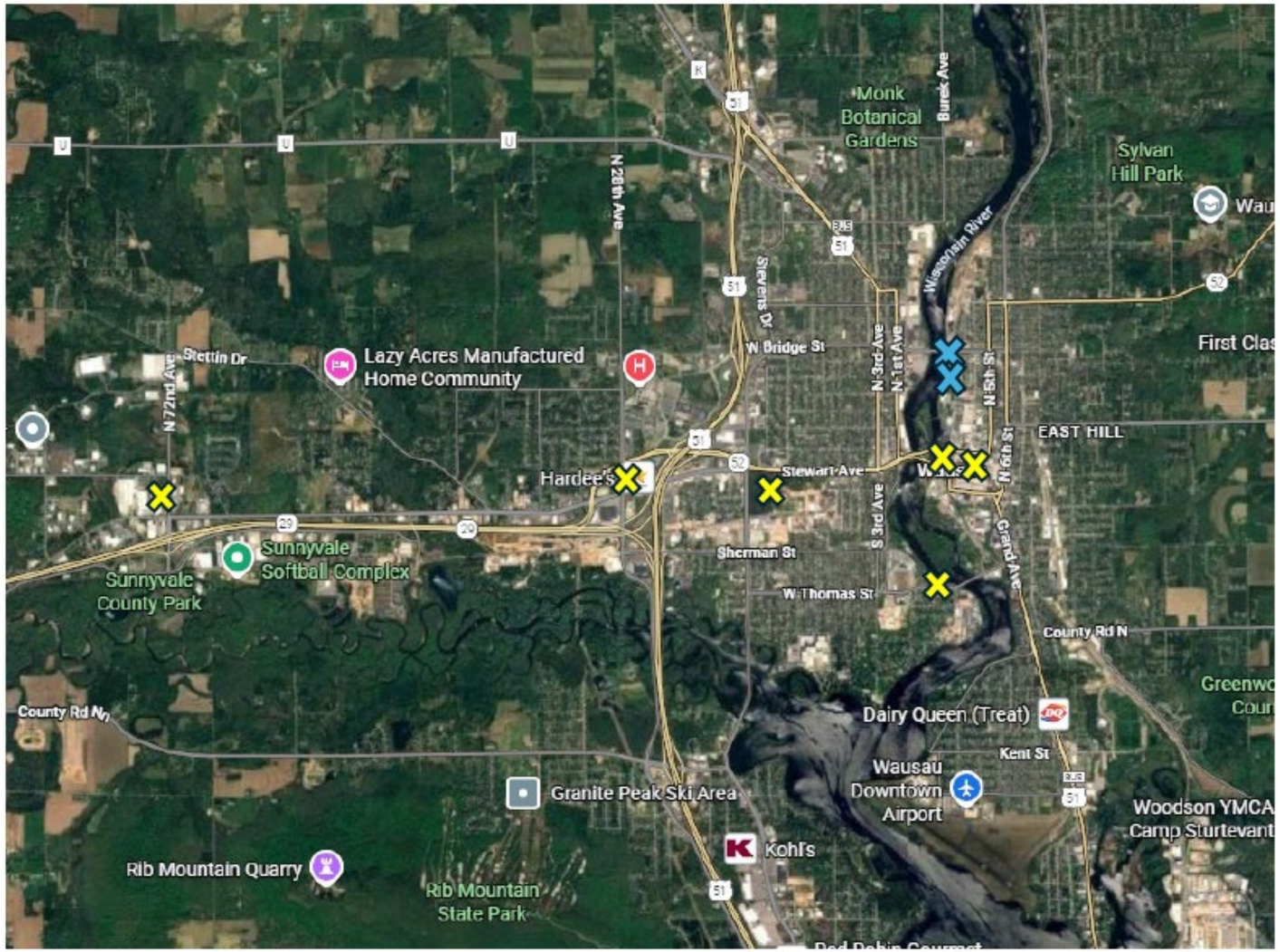
RETURN & LOCK

Lock your bike to a station and select End Rental in the app.

Funding

- Funding has become limited
- Untapped potential for Wausau bikeshare

Bikeshare Vision Map



Bikeshare Stations

Two existing stations on the east side of the River Edge Parkway.

One station could be relocated.

Three new stations could be added (for a total of 5).

Sponsorship Opportunity

- $50,000 for 5 stations
or
- $12,000 per station

In-Network Location

Single Rack & Sign | 5 bikes + sign logo + back panel ad

Billed Annually **$12K**

PROGRAM DETAILS

- 5 year term
- Custom branding
- 10 GO memberships
- 1-3 months to launch

SERVICES

- Geofenced location
- Rebalancing
- Utilization reporting
- 7-day customer support
- Full service maintenance
- COI & named insured

Private Property

Single Rack & Sign | 5 bikes + sign logo + back panel ad

Billed Annually $14K

PROGRAM DETAILS

- 5 year term
- Custom branding
- **100 Tenant GO memberships**
- Optional tenant-only access
- Connects to city bikeshare
- 1-3 months to launch

SERVICES

- Geofenced location
- Rebalancing
- Utilization reporting
- 7-day customer support
- Full service maintenance
- COI & named insured

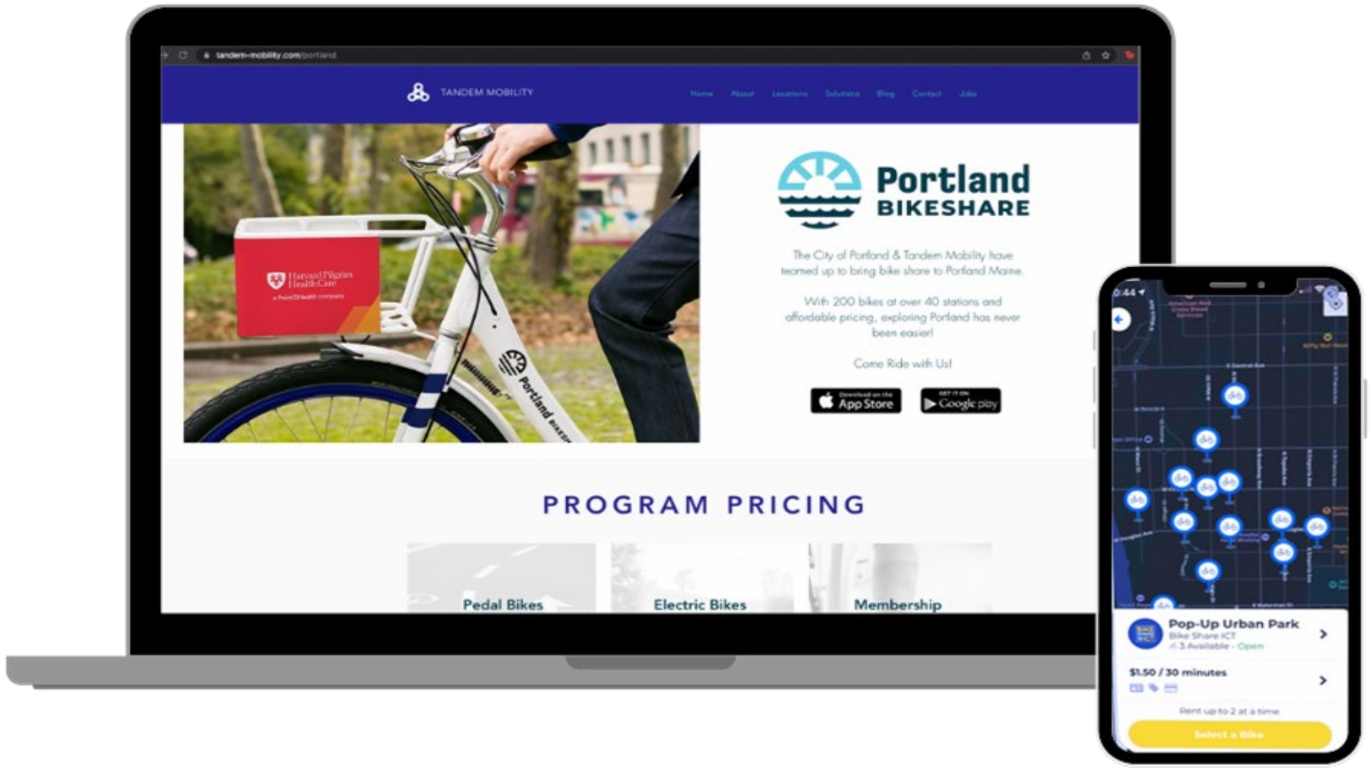
Corporate GO Memberships

Per 100 **$5,000**

Classic Bike

TANDEM MOBILITY

Print & Digital



RENT.FUN + TANDEM MOBILITY

ON MOVATIC GO MEMBERSHIP

Movatic, through its GO membership, is creating a nationwide *endless garage* for your residents. Members have access to the equipment they would typically store in their garage, anywhere and anytime.

Rent.Fun & Tandem are joining networks, forming the largest recreational and mobility network in the nation.

NEW USERS

Go advertisements attract new users

INCREASED RENTER RETENTION

Supports day & week rentals

INCREASED RENTER VALUE

Rent vs. Buy

Your **Endless Garage**

For only ~~$120/year~~

Access more with GO

$99/year

Every rental includes a guest pass

FREE 12 HOURS BIKE RENTAL

Enjoy free 12-hour bike rentals daily to explore.

FREE 2 HOURS KAYAK & LAWN GAMES RENTAL

Enjoy 2 hours of free kayak and lawn game rentals daily.

30% OFF E-BIKE RENTALS

Get 30% off E-bike rentals for longe.

movatic

Activate the kayak locker at DC Everest County Park, or bring lawn games to your property.

Ask about bundling with RENT FUN sponsorship.

FAQS

THE RENTAL PROCESS

How do people pay for the rentals?
All users must create an account in the Movatic mobile app and add their credit or debit card information prior to starting a rental.

Are there any age restrictions?
Yes, users must be 18 and up to rent our equipment.

Do you have to make a reservation in advance?
No. All rentals are on demand and no reservations are required. Users can look in the app to see how many kayaks and bikes are available in real time.

How do you know if equipment is returned?
Users must use the mobile app to take a photo of the secured equipment prior to ending their rental.

Movatic Go Rental Revenue Rebate
Movatic Go memberships provide rental discounts to members. At month's end, Movatic issues an $8 credit to rental operators as reimbursement for discounts provided. This credit is distributed proportionally across all rentals made under the membership that month but will not exceed the original discount given per rental.

LOCATION REQUIREMENTS

Is a concrete pad required?
Concrete or gravel pad is required. If you are unable to provide one ask us for a quote.

Are utilities are required?
No. Our racks and lockers do not require access to water or electricity. Solar power is used as needed.

Is wi-fi required?
No. Rent.Fun rental stations operate on cellular technology, and bikes operate on either cellular or bluetooth. You need to have at least one bar of cell service at the location.

Who performs the installation?
Our technicians install all equipment, with no support from your staff. Once you are site ready we will bundle your launch with other installs in the area, helping us keep our prices low. Installation occurs within 3 month of being site ready.

What happens in the event of a flood?
Our kayak cage can take on up to 3 feet of water. If we expect higher water levels, we move the cage off site and put it back after the flood.

EQUIPMENT MANAGEMENT

Does the city have any maintenance obligations?
No.

Who maintains the equipment?
For every community we serve, we recruit, hire, and train a full or part-time Field Service Technician local to your community (within 30 minutes drive of the install).

How often is the equipment inspected?
Preventative maintenance schedule: Kayaks & lawn games- monthly; Classic bikes - every 2 weeks; EBikes: every 1-3 days. Inspection frequency increases with usage as needed.

If something is damaged or goes missing, what is the turnaround time to replace?
We keep a supply of frequently needed items in storage locally, for quick deployment. If an obscure or larger part is needed, expect 2-4 weeks for replacement.

Can the city access the equipment or the locker in the case of an emergency?
Yes, we provide admin access to unlock units remotely.

LIABILITY & RISK MANAGEMENT

Do users sign waivers?
Yes, all users must sign a waiver in the rent.fun or Movatic mobile app prior to taking a rental. The waiver expressly releases the city / land owner from liability. Waivers may be customized to further meet the needs fo our city / land owner partners.

What happens if we get sued?
Our standard agreement includes indemnification provisions, which state that we will cover your legal expense in the event of claim.

Do we need to have insurance to cover this?
No. We own and manage all equipment. We have a $5m general liability insurance policy. We add all our our government agency partners & sponsors as an additionally insured on this policy.

Questions?

Contact:
Carrie Edmondson, AICP
Assistant City Planner
City of Wausau
carrie.edmondson@wausauwi.gov
715-261-6009

Agenda Item No.

STAFF REPORT TO I & F COMMITTEE – February 12, 2026

AGENDA ITEM

City of Wausau Bikeshare Expansion

BACKGROUND

The City of Wausau bikeshare program has been in existence since 2019. The Community Foundation assisted with funding to initiate the program. However, the program is now fully funded by the City. Currently, the City owns two stations and nine bikes. One station is located near Wausau on Water (WOW) and one is located near Riverlife Park under the Bridge Street bridge. The total cost to operate the program for the 2025 season was $11,250 (with minimal offset from rental fees). The costs are anticipated to rise for the 2026 season.

The placement of the two existing stations was intended to pilot the bikeshare program. These locations provide convenient access for recreational use and allow residents and visitors to enjoy the River Edge Parkway. While the pilot has demonstrated recreational value, the limited number of stations restricts the program's ability to function as a broader transportation option. Expanding the network would allow users to access more destinations throughout the City and support bikeshare as both a recreational and transportation resource.

An additional purpose of bikeshare could be to provide a last-mile solution. A last-mile solution is a way to help travelers who rely on public transportation to complete the final leg of their journey (from where transit stops to a shared common destination). At present, Metro Ride does not travel to the Wausau Business Campus. Bikeshare may provide a good last mile solution for those who work in the Wausau Business Campus and rely on transit. The last Metro Ride stop out to the Wausau Business Campus is currently at the northeast corner of the S. 28th Avenue/Stewart Avenue intersection. Installing a bikeshare station near this intersection, along with an additional station in the Wausau Business Campus, could enable commuters to combine transit and bikeshare to access employment destinations that are not currently served by transit. Additionally, a bikeshare station in the Wausau Business Campus would allow employees and nearby residents to take advantage of the new multi-use paths in the immediate area.

To begin expanding the system, staff is proposing to relocate one of the existing stations (the current stations are in close proximity and provide somewhat redundant service) and to add three additional stations at strategic locations, including near new housing developments. The estimated cost to operate with this level of expansion is $50,000 to

$60,000. One way to offset this cost is to transition to a sponsorship model, the model used by most bikeshare programs.

Bikeshare Provider
Tandem Mobility provides services for our bikeshare program. Services include bicycle maintenance, administrative services (including the app and payment processing), and marketing.

Potential Sponsors
- Health Partners
- Downtown developers
- Wausau Business Campus businesses
- Southwest side businesses
- Others

Sponsorship Ask
$50,000 for 5 stations or
$12,000 per station

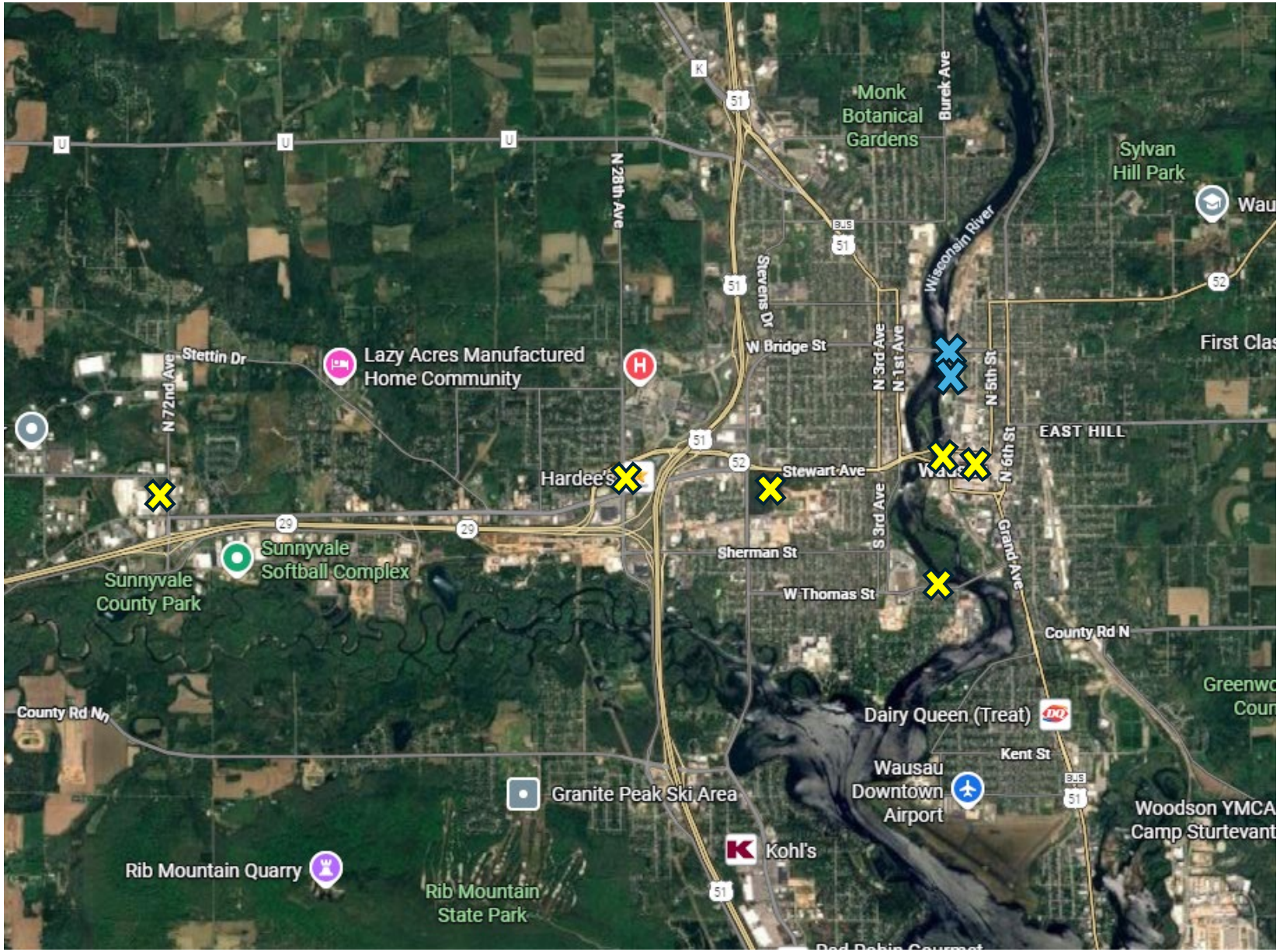
Current Cost to Patrons
$1.50 per 30 minutes
$99 per year

Attached:
- Usage data
- Map
- Sponsorship slide deck
- Draft January BPAC Minutes

MOTION AND RECOMMENDATION FROM BPAC

BPAC recommended forwarding the expansion through sponsorship model to the Infrastructure and Facilities Committee. In addition, it is recommended that one station be relocated further south along the east River Edge Parkway or to the west River Edge Parkway to allow for different opportunities for utilization.

Carrie Edmondson, Assistant City Planner, AICP



Existing bikeshare station

Potential bikeshare location

Rentals: Active Users

Active Users are users who have rented our hardware at least once for more than 5 minutes. Active users are NOT people who have created an account, but not rented, people who have rented for less than 5 minutes or people who have a mechanic account.

190
Active Users

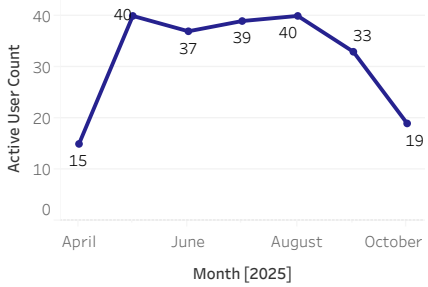
396
Rentals

-

4/12/2025
First Rental

10/21/2025
Last Rental

Active Users By Month



Start Time
1/1/2025 12:00:00 A..

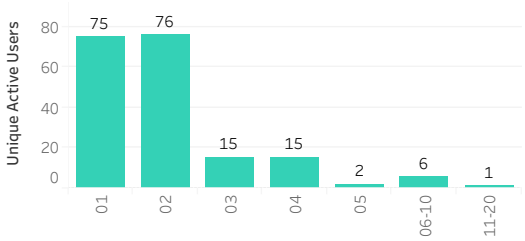
Partner
Tandem

System Name
Wausau Rides

Is Mechanic Member..
(•) N
( ) Y

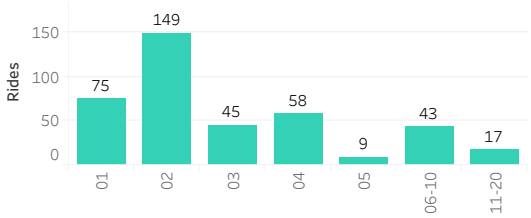
Duration in Minutes ..
- [x] 1 - 5 min
- [x] 6 - 15 min
- [x] 16 - 30 min
- [x] 31 - 60 min
- [x] 60 - 240 min
- [x] 241+ min
- [ ] >1 min

Users by Number of Rentals Taken



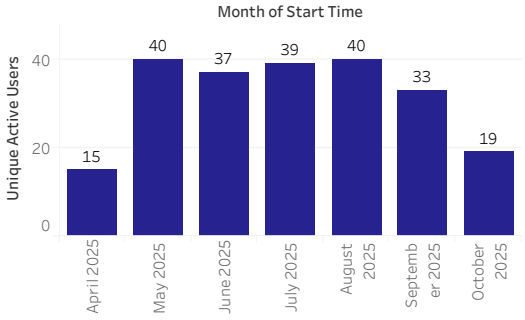
The number of unique users who have taken a a given number of rentals. The first bar on the chart shows the number of users who have only one rental.

Rentals by Number of Rentals Per User



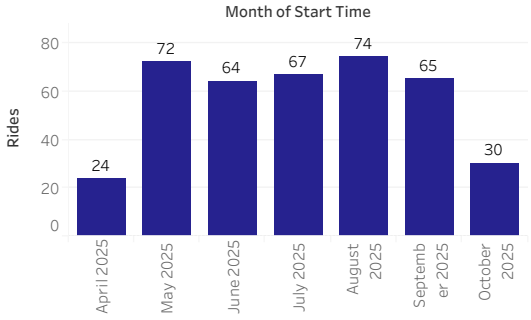
This show how many rentals are generated by users who have rented our hardware a certain number of times (rentals per user). The first bar shows how many rentals were generated by users who have only rented our hardware once.

Active Users by Plan



Perk Membership Name
Null

Rentals By Plan



Leaderboard

Riders with fewer than 5 rides are not shown. Beware of date filters - a riders might show up on the leaderboard even if they haven't ridden in months! Double check the last ride column.

User	Perk Memb..	Count of Id	Last Ride Int	First Ride Int
13233989628	Null	17	09/11/25	04/15/25
14068501221	Null	9	09/05/25	08/03/25
15346260492	Null	7	10/02/25	08/15/25
15349014064	Null	4	06/17/25	06/05/25
16085130435	Null	7	09/11/25	04/11/25
16087244202	Null	6	10/02/25	08/15/25
17153485943	Null	5	08/24/25	05/04/25
17153937575	Null	8	09/04/25	04/11/25
17154326805	Null	6	09/08/25	08/27/25

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Ordinance from the Public Health and Safety Committee Repealing Wausau Municipal Code Section 10.01.012 Use of Hand-Held Mobile Telephones and Mobile Electronic Devices While Driving Prohibited.

Committee Action: Approved 3-0

File Number: 14-0206 **Date Introduced:** April 14, 2026

Ordinance Number: 61-6012

The Common Council of the City of Wausau do ordain as follows:

Section 1. That Section 10.01.012 Use of hand-held mobile telephones and mobile electronic devices while driving prohibited, is hereby repealed.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:	4/14/2026
Approved:	4/15/2026
Published:	4/22/2026
Attest:	4/15/2026

Approved:

_____
Doug Diny, Mayor

Attested:

_____
Kody Hart, Acting City Clerk

Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Vincent R. Bonino
Assistant City Attorney

STAFF MEMO

TO: Public Health and Safety Committee Members

FROM: Vincent R. Bonino, Assistant City Attorney VB

DATE: March 9, 2026

RE: Repealing City of Wausau, Municipal Code § 10.01.012, Use of hand-held mobile telephones and mobile electronic devices while driving prohibited.

Purpose:

Repeal City of Wausau, Municipal Code § 10.01.012 to remove any redundant sections within the City's ordinance which potentially conflict with provisions of the State traffic code.

Background:

City of Wausau, Municipal Code § 10.01.012, enacted in 2014, predates subsequent changes to Wis. Stat. § 346.89, Inattentive Driving, that specifically addressed the use of cellular devices while operating a vehicle. Wisconsin Stat. §349.06 requires local ordinances to strictly conform with the State traffic code. Further, the City has already adopted Wis. Stat. § 346.89 by reference through City of Wausau, Municipal Code § 10.01.010.

When the state legislature made changes to § 346.89, essentially regulating cell phone usage more narrowly than the city's ordinance, the city's ordinance was superfluous and superseded by such legislation.

The City's ordinance prohibits a person from driving a motor vehicle or pedalcab while using (defined as to dial, answer, talk, listen, send or read a text message) a hand-held mobile telephone or mobile electronic device.

The Inattentive Driving statute was amended in 2009 to add that no person may drive any motor vehicle while composing or sending an electronic text message or an electronic mail message (with

some exceptions). Six more amendments would follow from 2011 to 2023. The last three that follow the city's enactment of an ordinance, prohibit a person from driving any motor vehicle while using a cellular or wireless telephone where persons engaged in work (highway, railroad maintenance or construction, emergency or roadside response area) are at risk from traffic.

Recommendation:

Approval. Given the prohibitions and related exceptions contained in the state inattentive driving statute, which regulates use of wireless or cellular devices, and which the City already adopts, the city's ordinance is recommended for repeal so as not to conflict or remain in conformity with the state statute regulating the subject.

10.01.012 - Use of hand-held mobile telephones and mobile electronic devices while driving prohibited.

(a) *Prohibition.* No person shall drive a motor vehicle or pedalcab on any street or highway while using a hand-held mobile telephone or mobile electronic device.

(b) *Definitions.* The following definitions shall apply in the interpretation and enforcement of this section:

(1) *Authorized emergency vehicle* shall have the same meaning as in Wis. Stats. § 340.01(3).

(2) *Drive* means the exercise of physical control over the speed and direction of a motor vehicle or pedalcab while it is in motion.

(3) *Mobile electronic device* means any hand-held or other portable electronic equipment capable of providing data communication between two or more persons, including a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment capable of playing a video game or a digital video disk, equipment which provides navigation assistance to the operator of a motor vehicle which is not installed or integrated into the electrical system of a motor vehicle, equipment in the case of a pedalcab which provides navigation assistance to the pedalcab operator which is not securely mounted to the handlebars of the pedalcab, or equipment on which digital photographs are taken or transmitted, or similar device or any combination thereof.

(4) *Mobile telephone* includes a cellular, analog, wireless or digital telephone capable of sending or receiving telephone communications without an access line for service.

(5) *Pedalcab* shall have the same meaning as in section 5.72.010(a) of this Code.

(6) *Using* shall mean to dial, answer, talk, listen, send or read a text message, or otherwise manipulate the controls of a mobile telephone or other mobile electronic device.

(c) *Presumption.* The operator of a motor vehicle or pedalcab who holds a hand-held mobile telephone to, or in the immediate proximity of his or her ear, is presumed to be using such telephone within the meaning of this section. The operator of a motor vehicle or pedalcab who holds a mobile electronic device in at least one hand is presumed to be using such mobile electronic device within the meaning of this section. The presumption established under this subsection may be rebutted upon the presentation of evidence that is clear, satisfactory and convincing to a reasonable certainty.

(d) *Exemptions.* This section does not apply to any of the following:

(1) The operator of an authorized emergency vehicle or a member of the armed forces of the United States while operating a military vehicle and while in the performance of his or her official duties and within the scope of his or her employment.

(2)

The use of a mobile telephone or mobile electronic device for the sole purpose of communicating with public safety personnel or duly licensed medical personnel regarding an emergency situation.

(3) The use of a voice-operated or hands-free device if the operator of the motor vehicle or pedalcab does not use his or her hand to operate the device, except to activate or deactivate a feature or function of the device.

(4) An operator of a motor vehicle while maintaining the motor vehicle in the park position where the motor vehicle has an automatic transmission, or in the neutral position with the emergency brake applied where the motor vehicle has a standard transmission, either on public or private property.

(5) An amateur radio operator who holds a valid amateur radio operator's license issued by the Federal Communications Commission when he or she is using dedicated amateur radio two-way radio communication equipment and observing proper amateur radio operating procedures.

(6) Any audio equipment or equipment installed or integrated into the electrical system of a motor vehicle for the purpose of providing navigation assistance to the operator of the motor vehicle or video entertainment to the passengers in the rear seats of the motor vehicle.

(7) In the case of a pedalcab, use of any mobile telephone that is securely mounted to the handlebars of the pedalcab that is used for the purpose of providing navigation assistance to the pedalcab operator or providing musical entertainment.

(e) *Penalty.* Any person who violates this section shall be subject to a forfeiture of $40.00.

(Ord. 61-5787 §1, 2018, File No. 14-0206; Ord. 61-5612 §1, 2014, File No. 14-0206)

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

Committee Action: Approved 3-0

File Number: 26-0108 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY

COSTS	*Budget Neutral:*	*YES [X]*	*NO [ ]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its March 23, 2026, rescheduled regular meeting, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval; and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

_____
Doug Diny, Mayor

City Clerk

DATE: April 14, 2026
TO: Public Health & Safety Committee
SUBJECT: **26-0108** Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

PURPOSE

Approve or deny various licenses as indicated on the attached summary report of all applications received.

BACKGROUND

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or a designee. In accordance with city ordinance, all permits approved are held for debts owed to the city until the debt is paid in full.

RECOMMENDATION

Approval Recommendation - Parket:

- **Westsider Diner & Lounge** located at 628 N. 3rd Avenue, license applicant 628 Diner LLC, agent Tyler Vogt.

Denial Recommendation - New Bartender/Operator License:

- ~~**Theodore Davis –** This application is recommended for denial due to registered sex offender registration and conviction for sex registry violation in 2006.~~Consideration of this application is being held until the next Public Health & Safety Committee meeting.
- **Johanna Gregory –** This application is recommended for denial due to possession of cocaine with intent in 2017, neglecting a child in 2019, falsely present non-controlled substances in 2019, OWI 2nd Offense in 2020, disorderly conduct in 2022, battery and resisting an officer in 2024.

Approval Recommendation - Speical Event Class I License:

- **Chalkfest** located at the 400 Block on June 27 and 28, 2026, from 8:00 AM to 10:00 PM, license applicant Wausau Events, Brooklyn Hess.
- **Concerts on the Square** located at the 400 Block on June 3, 10, 17, 24, July 1, 8, 15, 22, 29, August 5, 12, 26, 2026, from 6:00 PM to 8:00 PM, license applicant Wausau Events, Brooklyn Hess.

- **Wings Over Wausau** located at the Wausau Downtown Airport on June 26, 27 and 28, 2026, from 4:00 PM to 10:00 PM and 11:00 AM to 10:00 PM, license applicant Wausau Events, Brooklyn Hess.
- **Memorial Day Parade** located from Trinity Lutheran Church to River Drive on May 23, 2026, from 10:00 AM to 12:30 PM, license applicant City of Wausau Veterans Committee, John Pellegrino.

Approval Recommendation — Special Event Class II License:

- **Hope on the Block** located at the 400 Block on June 4, 2026, from 5:00 PM to 10:00 PM, license applicant Hope Life Center, Justin Novitski.
- **Jazz on the River** located at Kickbusch Plaza on July 19, 26, August 2, 9, 16, 2026, from 5:00 PM to 7:00 PM, license applicant The River Valley Jazz Society, Peter Weinschenk.

Pending Recommendations – "Class B" Beer & Liquor Reserve License:

- **Oasis Arcade** located at 102 Jefferson Street, license applicant TMS Entertainment and Distribution LLC., Thomas Powers. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting. This application was recommended for approval.

Pending Recommendations – "Class B" Beer & Liquor License:

- **The Copper Kettle Steakhouse** located at 5512 Stewart Avenue, license applicant The Copper Kettle Steakhouse LLC., Robert Lamovec. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting. This application was recommended for approval.
- **Hiawatha SC** located at 713 Grant Street, license applicant Milwaukee Road Hiawatha LLC., Clinton Schultz and Jean-Jaques DeRoover. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting. This application was recommended for approval.

Approval Recommendation - Temporary "Class B" Picnic License:

- **Wings Over Wausau** located at at the Wausau Downtown Airport on June 26, 27 and 28, 2026, from 4:00 PM to 10:00 PM and 11:00 AM to 10:00 PM, license applicant Wausau Events, agent Peter Valiska.

Approval Recommendation - "Class B" Beer & Liquor License (1/2 Year) Renewal License:

- **Wausau Woodchucks & Wausau Ignite Softball** located at the Athletic Park, license applicant Central Wisconsin Sports & Entertainment, LLC., Mark Macdonald.

Approval Recommendation – Change of Agent for a "Class A" Beer & Liquor License:

- **R-Store #4474** located at 2300 Grand Avenue, license applicant GPM Southeast LLC., Amanda Minta as successor agent.
- **R-Store #4475** located at 103 N. 6th Street, license applicant GPM Southeast LLC., Amanda Minta as successor agent.
- **R-Store #4476** located at 2007 Stewart Avenue, license applicant GPM Southeast LLC., Amanda Minta as successor agent.
- **R-Store #4477** located at 1511 N. 3rd Street, license applicant GPM Southeast LLC., Amanda Minta as successor agent.
- **R-Store #4495** located at 2601 N. 20th Avenue, license applicant GPM Southeast LLC., Amanda Minta as successor agent.

Council Date 04/14/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
227018	9010 - Bartender/Operator New	GREGORY, JOHANNA	908 1/2 S 4TH AVE WAUSAU WI 54401		VARIOUS	07/01/2025	06/30/2026	No	No	
227856	9026 - Class I	HESS, BROOKLYN	316 SCOTT STREET WAUSAU WI 54403	2026 CHALKFEST on 06/27/2026 - 06/28/2026 Organized by WAUSAU EVENTS					Yes	
227857	9026 - Class I	HESS, BROOKLYN	316 SCOTT STREET WAUSAU WI 54403	2026 CONCERTS ON THE SQUARE on 6/3, 6/10, 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 8/26 Organized by WAUSAU EVENTS					Yes	
227858	9026 - Class I	HESS, BROOKLYN	316 SCOTT STREET WAUSAU WI 54403	2026 WINGS OVER WAUSAU on 06/26, 06/27, 06/28/2026 Organized by WAUSAU EVENTS					Yes	
227782	9026 - Class I	PELLEGRINO, JOHN	2315 GRAND AVE, #2 WAUSAU WI 54403	2026 MEMORIAL DAY PARADE on 05/23/2026 Organized by CITY OF WAUSAU VETERANS COMMITTEE					Yes	

Council Date 04/14/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
228024	9027 - Class II	NOVITSKI, JUSTIN	330 GRAND AVE STE 100 WAUSAU WI 54403	HOPE ON THE BLOCK on 06/04/2026 Organized by HOPE LIFE CENTER					Yes	
227983	9027 - Class II	WEINSCHENK, PETER	625 N 4TH ST EDGAR WI 54426	JAZZ ON THE RIVER on 7/19, 7/26, 8/2, 8/9, 8/16 2026 Organized by THR RIVER VALLEY JAZZ SOCIETY					Yes	
228108	9064 - "Class B" Beer & Liquor	LAMOVEC, ROBERT	223895 LAKESHORE DRIVE WAUSAU WI 54401		THE COPPER KETTLE STEAKHOUSE			Yes	Yes	
228145	9064 - "Class B" Beer & Liquor	SCHULTZ, CLINTON	119 S. 52ND AVENUE WAUSAU WI 54401		HIAWATHA SC				Yes	
228035	9068 - "Class B" Beer & Liquor Reserve	POWERS, THOMAS	809 RICHEY STREET ROTHSCHILD WI 54474		OASIS ARCADE			Yes	Yes	
228436	9079 - "Class B" Beer & Liquor (1/2 Year)	,	2401 N 3RD ST WAUSAU WI 54403		WAUSAU WOODCHUCKS & WAUSAU IGNITE SOFTBALL			Yes	Yes	

PHS Date 03/16/2026

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
211697	9061 - "Class A" Beer & Liquor		2300 GRAND AVE WAUSAU WI 54403	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4474			Yes	Yes	
211705	9061 - "Class A" Beer & Liquor		103 N 6TH ST WAUSAU WI 54403	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4475			Yes	Yes	
211685	9061 - "Class A" Beer & Liquor		2007 STEWART AVE WAUSAU WI 544401	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4476			Yes	Yes	
211683	9061 - "Class A" Beer & Liquor		1511 N 3RD ST WAUSAU WI 54403	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4477			Yes	Yes	
211700	9061 - "Class A" Beer & Liquor		2601 N 20TH AVE WAUSAU WI 54401	CHANGE OF AGENT TO AMANDA R. MINTA	RSTORE #4495			Yes	Yes	
	PARKLET		628 N 3RD AVE WAUSAU WI 54401		WESTSIDER DINER & LOUNGE				Yes	

Total Licenses **17**

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Infrastructure & Facilities Committee Approving the State/Municipal Financial Agreement for Business 51 Stewart Avenue to County Highway U.

Committee Action: Approved 5-0

File Number: 26-0403 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [ ]*	*NO [X]*		
	Included in Budget:	*YES [ ]*	*NO [X]*	*Budget Source: To be budgeted for 2027*	
	One-time Costs:	*YES [ ]*	*NO [X]*	*Amount:*	
	Recurring Costs:	*YES [X]*	*NO [ ]*	*Amount: During design & construction billing by DOT*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, the existing asphaltic pavement and concrete pavement on Business 51 from Stewart Avenue to Merrill Avenue is showing signs of distress in the form of low-level alligator cracking, longitudinal and transverse cracking, and joint failure; and

WHEREAS, the proposed resurfacing project will consist of milling the existing pavement and resurfacing with new HMA pavement; and

WHEREAS, pavement rehabilitation will serve to extend the life of the existing pavement; and

WHEREAS, the project will also include the replacement of crosswalk pavement markings and the upgrade of mainline pavement markings; and

WHEREAS, a State/Municipal agreement between the City and Wisconsin Department of Transportation must be executed; and

WHEREAS, the total project is estimated to cost $2,928,640 of which the City's share is estimated to be $47,360; and

WHEREAS, the Infrastructure and Facilities Committee met on February 12, 2026 to review the State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached revised State/Municipal agreement for the work related to Business 51 from Stewart Avenue to Merrill Avenue.

Approved:

_____

Doug Diny, Mayor

STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date:12/22/2025 I.D.:6999-17-02/72 Road Name: Bus 51 Title: STH 52 – USH 51 Limits: Stewart Avenue to Merrill Avenue County: Marathon Roadway Length: 2.7 miles

The signatory **City of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing asphaltic pavement and concrete pavement is showing signs of distress in the form of low-level alligator cracking, longitudinal and transverse cracking, and joint failure.

Proposed Improvement - Nature of work: The proposed improvement is resurfacing. Work will consist of milling the existing pavement and resurfacing with new HMA pavement. The project will include the replacement of crosswalk pavement markings and the upgrade of mainline pavement markings.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The project costs do not currently include any construction work on the parking lanes or utilities but can be added in accordance with paragraph 8 as the project progresses.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
6999-17-02 Preliminary Engineering: Plan Development	$ 189,440	$ 142,080	75%	$ 47,360	25%
6999-17-72 [1]Construction: Roadway (cat 0010)	$ 2,739,200	$ 2,739,200	100%	$ -	0%
6999-17-72 Non-Participating	$ -	$ -	0%	$ -	100%
Total Cost Distribution	**$ 2,928,640**	**$ 2,881,280**		**$ 47,360**	

1. Estimates include construction engineering.
   See Item 8 of Terms and Conditions.

This request is subject to the terms and conditions that follow (pages 2 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the **City of Wausau**	
Name Title	
Signature	Date
Signed for and on behalf of the **State**	
Name Title	
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

(c) Compensable utility adjustment and railroad force work necessitated for the project.

(d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

(e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

(f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

(g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

(h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

(i) Replacement of existing driveways, in kind, necessitated by the project.

(j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

(a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

(b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

(c) Roadway and bridge width in excess of standards.

(d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

(e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

(f) Parking lane costs.

(g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(i) Conditioning, if required, and maintenance of detour routes.

(j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

   a) **Preliminary Engineering – 6999-17-02:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 75% and the Municipality is responsible for 25% of all design engineering costs necessary for the state construction project.

   b) **Participating Construction – 6999-17-72:**

      1. **Roadway Items (Cat 0010):** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of the costs necessitated by the roadway project (grading, paving, etc.) unless otherwise noted in the sections below.

         Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement driveways necessitated by roadway construction as follows: where there is no sidewalk, replacement in kind beyond the curb; where there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk. New driveways are not eligible for Federal/State funding.

         Replacement Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement sidewalks costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the connecting highway agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

         New Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction, required through WisDOT design process and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the connecting highway agreement.

         If the new sidewalk is NOT required through WisDOT design process; the Municipality is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the connecting highway agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

         Bicycle Accommodations: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of the costs for bicycle accommodations, where recommended by the State's Facility's Development Manual.

         Replacement Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement lighting costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the connecting highway agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 50% and the Municipality agrees to pay 50% of continuous new street lighting costs if necessitated by the project and only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the connecting highway agreement. The Municipality is responsible for 100% of any alternate design, over and above state standards and acceptable to the State.

Storm Sewers: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of costs necessary to construct a storm sewer system that accommodates roadway drainage, and surface water naturally flowing to the state trunk highway. The Municipality is responsible for 100% of the cost to over-size the storm sewer system to accommodate all additional local storm water caused by existing or future developments, and the Municipality agrees to pay these costs.

Parking Policy: In accordance with State statute 86.32(4), the Municipality is required to pay the actual construction costs and any associated costs (if applicable) of that part of the state trunk highway on which parking is permitted. The local cost share is the amount of the total project cost that represents the construction cost of the parking lane(s).

c) **Non-Participating Construction Local Utilities**: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 100% of all costs associated with Municipal owned utilities or appurtenances, including but not limited to, new installation or alteration of sanitary sewer and water, including service connections. The Municipality is also responsible for 100% of all costs caused by changes to Municipal owned utilities related to other utilities (gas, electric, telephone, fire, or police alarm facilities, parking meters, irrigation systems and similar utilities).

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

OFFICIAL MINUTES
REGULAR MEETING

MEETING:	Infrastructure & Facilities Committee
DATE/TIME:	Thursday, February 12, 2026 at 5:15 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:

Chad Henke (C)	Lou Larson (VC)
Tom Neal	Sarah Watson
Michael Martens	

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:15 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

Chair Henke read the public comment statement.

Nicole Radtke, 1203 S 9th Ave, appeared due to parking issues by Holy Name Church. They have been parking illegally for years, blocking driveways, parking close to stop signs, among other issues. She has talked with the cops about this issue. They only issued tickets once. The Pastor agrees it is a problem and more things need to happen. She has even gone to the news. Her ultimate goal is to have no parking on one side of the street, so drivers can enter the intersection without worries of being T-boned or in an accident in general.

Michael Haroldson, 1812 Merrill Ave, appeared on behalf of 223 Myron Street, to let the committee know they are willing to sell.

2 Consideration of the minutes of the preceding meeting(s).

January 8, 2026 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

3 Discussion and possible action.

a. State/Municipal Financial Agreement for Business 51 Stewart Ave to County Highway U

Wesolowski was contacted by the DOT. They have been given a rather generous budget for connecting highways. They are looking at doing a mill and overlay on Business 51, which would start north of Stewart Ave, take 1st Ave up past Bridge St and up to Merrill Ave. A good portion of that is concrete. They would do a diamond grind and then an overlay. 3rd Ave up to Merrill Ave, is asphalt, and would be milled and overlaid. The DOT is 100% responsible for the construction costs, the city is responsible for 25% of the engineering costs, which is estimated to be $47,360. The time frame for the project is 2029-2031. Staff is looking for the committee to approve the DOT to do the work, and for the city to commit the money for the design.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Jackson St, west of 5th St and east of the overheac

walkway

Wesolowski stated this is a housekeeping item. On the north side of the ramp there is no parking posted, but it is not in ordnance. Staff would like to put it into ordnance so there is no parking on the south side of Jackson.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

c. 15-minute loading zone on the north side of Jackson St, west of the overhead walkway

Wesolowski stated this is similar to the previous item. It was approved in the plan as requested by the developer to have those spots as 15 minute loading zones. The picture in the packet shows that is the way it is currently marked. Staff would like it put into ordinance so that the police can enforce it.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Considering purchasing the following properties adding additional land to the Department of Public Works Streets Division: 108 Adolph St, 112 Adolph St, 112 1/2 Adolph St and 233 Myron St.

Larson will not support this at this time due to a lack of permanent direction with the fleet facility right now. We are not going to buy up the neighborhood, or buy houses there, until we get a clear pathway of what to do with our fleet facility. Larson will not vote for spending any unnecessary taxpayer's money.

Neal asked if the properties were currently on the market. Lindman doesn't believe they are formally on the market, the property owners have approached us because they would like to sell. Neal asked if there were any issues with it being an arms-length sale not being offered to the public before we considered it. Lindman stated that there would be a conversation with the attorney's office. If this committee feels there is an advantage for public use, then the property owners would provide formal offers through the attorney's office. They would then go through the process of making sure everything is done in accordance with the rules, and the process would be just like any purchase of property. It would go to the finance committee for consideration of offers and negations, and ultimately, if the city wanted to accept the offers, it would go to the city council for final approval. In the past, with properties for sale around this area, the property owners would come to the city, the city would consider a purchase for the expansion of the facility and use by the Department of Public Works. Obviously, there are advantages for the city in the long term to having additional property there. This doesn't commit the city to anything, just says we are interested and would start the process for consideration. Neal asked if that process would include the city assessor giving values to the properties before they are on the market. Lindman stated that before anything went to the finance committee, all of that would be vetted through the attorney's and assessors' offices.
Henke said when he was approached with this before starting any of it, he thought it would be a good discussion. However, if the committee is not interested, then why even start that process? He thought we should at least discuss it and then take it from there.
Martens asked what the property on Myron is currently used for. Is it a commercial property? Lindman confirmed it is a commercial property whose current owners, Wausau Engine, approached the city stating they are willing sellers, and also spoke during open comment. Martens asked how many more properties we would need to acquire for the fleet facility on DPW property to happen. Lindman stated roughly 9-10, but this isn't really for that at this point, it's really for consideration to purchase more space to make improvements to the DPW area. Neal, regarding the commercial use property that was just mentioned, asked if there are any concerns about environmental issues. In past history, it has been a machine shop, there is always a potential there. The properties in consideration are in the flood plain, redevelopment isn't an easy process. They would have to be brought out of the flood plain. Soil investigations would need to be done, to see if there are any other liabilities and that would be part of the process. We would probably start with an updated phase one, then revisit that to see if we

should be doing any soil tests before it comes forward. Neal asked if this could be a dealbreaker if the property needed remediation. Lindman said no, but if it does, he doesn't think it would be expensive if we repurpose for facility use. You never know what we are going to find, but he doesn't feel that way.

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 4-1, with Alderperson Larson opposed.

e. Utility easement with Beacon Resources LLC at 731 N 1st St

Wesolowski said this easement is to reroute the storm and sanitary sewer utilities on the south side of McIndoe St, east of First St. This would allow for those utilities to be placed in that corridor without having to dig up McIndoe Street. The developer agreed to give us this easement to provide for those utilities. Wesolowski recommends approval.

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

f. City of Wausau Bikeshare Expansion

Edmondson spoke regarding the City of Wausau bikeshare program which has been in existence since 2019. We do have 2 bikeshare stations and 9 bikes that we own. They are both located along the east side of the river edge parkway (one near WOW and one under the Bridge St Bridge). Location choices were to pilot the program and see if there was interest in using it. There has been interest since 2019, it has stagnated somewhat, possibly because the novelty of the couple of stations on the river edge parkway has worn off. As staff, one of the things we are looking at is, is there potential or opportunity to grow that program? We think there is. We brought it to the bicycle and pedestrian advisory committee, showing them some options that Tandem Mobility had given us for converting to a sponsorship model. This is a model used by a lot of other bikeshare programs in other cities. Sponsors get the opportunity to put their branding on the bikes or on the stations. The sponsors get marketing and advertising and the program gets funding from the sponsors, which provides a way to operate the program. Tandem Mobility put together a sponsorship slide deck that we customized to make it more city of Wausau specific. What we have been looking at on the staff level is how we would want to do the relocations. There is a map in the packet that shows the location of the two existing locations in blue and then some potential opportunities in yellow. We have looked at possibly near some of the newer developments downtown. A lot of the time, apartments like to provide other amenities for their residence. Another option may be to relocate one of the stations. They are a little redundant being located so close together, so maybe relocating one on the west side of the river edge parkway. One of the bike pedestrian committee members brought up Marathon Park as maybe a potentially good option. Finally, the stations on the river edge parkway are mainly used recreationally, but another way bikeshare can be relevant is as a transportation option for people that are dependent on transit, or are just looking for a more economical means of transportation. In talking with Ron at Metro Transit, the furthest west the bus currently goes is in front of Family Treasures (2720 Stewart Ave). Theoretically, if there was a sponsor in the business park, there could be an additional station in the business park to connect if someone is relying on bus transit, and see if there is a need. Basically, there is not a lot of risk to us. Tandem Mobility would be willing to shift things, so if we don't see good usership, we have the ability to have them shift things pretty readily. The bicycle and pedestrian advisory committee asked us to bring this request here to basically ask to be able to convert to that sponsorship model. We would be reaching out to sponsors asking if they would sponsor a station or maybe the whole program. If we got a huge sponsor, they would get their branding on the bikes. We are looking to upgrade to the sponsorship model.

Martens asked if expanding the bikeshare program would be dependent on a sponsorship. Edmondson: Yes. Initially, when the program began, it got some funding from the Community Foundation, which has since gone away. It was mostly to start up the program. The city has been paying. She believes the invoice was $11,250 last year, with a little bit of offset from rentals. They do anticipate that cost going up. There might be a little bit of cost share by the city initially, but the goal would be to shift to a complete sponsorship model. Either way,

Edmondson thinks relocating one of the stations would be a good idea just to create some ability to use them in different spots instead of basically one spot. The scaling would be dependent on the number of sponsors we get. Martens agreed that moving one of the bikeshare locations downtown, either by the Foundry building or the transit hub would definitely improve the utilization. Martens is not totally sold on expanding out to the west side with it. He would need to see something really compelling from other communities with bikeshare as a mode of essential transportation, and not recreationally transportation. Otherwise, Martens thinks the sponsorship model would be a good way to expand the program. Edmondson agrees with the non-recreational transport point. It's a long distance between the west metro stop and the business campus, and we don't have really robust infrastructure the whole way. There is good infrastructure when you get out there, but there are some gaps between the transit options. When we had the ribbon cutting for the 72nd Ave multi-use path there was an employer from Wausau Window and Wall who spoke saying they do have some employees that bike. Staff could possibly discuss it with potential sponsors out in the business park and see if they think there is a need, and if they are willing to sponsor to try it for a season.
Martens asked if the bike racks are used on the buses that go out towards 28th Ave? Edmondson didn't know, but works with Ron at Metro and if we did something like this, she would work with Ron to look at how much it is being utilized and if they are seeing a benefit. Martens mentioned If people are using their bikes for the last mile on the transit buses, then maybe there would be an opportunity there to provide bikes for people who may not have bikes or want the hassle of loading and unloading the bike off the bus.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion.

a. Parking restrictions on S 9th Ave by Holy Name church

Without objection, this item was taken up at this time out of order of the agenda.
Henke had a discussion with Radtke beforehand to let her know that the next steps would be to submit a petition with signatures and photographs. This is in Larson's district. He would be interested in whether Engineering would need to do any studies on safety. Is there a lack of enforcement, or do we need to put parking on one side of the street? He wants to be safe, but not discourage churchgoers.
Wesolowski said engineering would do a staff report on the width of the street and look at what travel width remains with 2 vehicles parked on the street. We will talk with the church as well and notify them if something comes forward so they have a chance to speak about it also. This is why Henke brought up the Petition. All the signatures will get notice, but then we will also do the mailing, so that everyone can have their say on it. Cars parked too close to driveways or intersections are an enforcement issue. If increased enforcement is needed, PD could add it to their list of priorities. Neal asked if we were potentially looking at just relocating the problem to other neighbors. He is not familiar with the lay of the land there, but thinks we need to look at it clearly enough to not just move the problem. Radtke stated she is open to options. People park illegally and don't obey the current signs, so she is not sure if they would obey the no parking signs. Officers have only issued tickets once. Enforcement needs to happen more because it's a problem when she can't utilize her driveway. Other neighbors have had emergencies and were unable to leave their driveways as well. Its a big problem. Larson mentioned that Radtke also shared with him the lack of parking patrol on the weekends, when it is needed most, during services. No parking patrol on the weekend needs to be addressed and looked at as well as we go forward. Radtke confirmed she was told parking patrol does not operate on Saturdays and Sundays, so officers need to come instead. In the past, when she had called, the officers arrived too late, because the service was over. Or they don't have their ticket books on them and must go back to the station and get the books, then return to issue the tickets, if cars are still there. She has talked with the PD and was told they acknowledge it is a problem, but that is as far as it has gone. The news station spoke with the pastor as well. He agrees it is a problem and that the congregation is not listening to him. Radtke feels that if parking was enforced in the area for a year, people would learn that they would be ticketed. She is also very concerned about safety and doesn't want someone to get injured. She has witnessed one T-Bone accident already. She doesn't want anyone to get seriously injured before something is done. Neal mentioned there is signage

around town in neighborhoods: no parking here to corner, no parking here to driveway, very clearly delineated. He believes in those neighborhoods it's because somebody came and said, Hey, we have a problem, and the city responded. What would the process be to add signs? If Radtke is not opposed to having a sign on her boulevard. Radtke stated she is fine with that, she would just like to be able to enter and exit her driveway. Blocked crosswalks are also a problem. There is a gentleman that uses a motorized wheelchair and can not even use the crosswalks because they are blocked. That's a safety concern, when residents can't use crosswalks to walk with pets or small children. Larson asked if a motion was OK. Henke reminded us that this is just under discussion right now. If we get a petition in, we can add it to the March Agenda. In the meantime, Larson suggests we look at how that might look. Martens asked if there are any parking restrictions on 9th Ave right now. Radtke noted that on the north side of Bopf, right in front of the church, there is a no parking here to corner sign, but that's it. Martens knows there is more expense involved with striping, but could that be an option, so people would know where they can or can't park. Lindman would like to try to resolve it without doing striping. Staff will look at the area and bring back recommendations. Henke noted that if a petition is submitted by the end of the month, this item would be considered at the March meeting.

b. Update on the railroad crossing gates on 17th Ave

Wesolowski, we petitioned to have the gates looked at on 17th Ave between Sherman and Stewart. According to Heather Graves, at the Office of the Commissioner of the Railroad (OCR), at this time, their investigation yielded no upgrades were warranted. That is due to the low speed of the trains, the low speed of the traffic and the fact that there have not been accidents there. They are going to keep it open for a while, but they don't anticipate anything changing. What would change would be a major accident, but we hope that doesn't happen. There are a lot more high-speed crossings that have concerns or accidents at them. The OCR is not closing the book on it, but they are not going to do anything at this time. Larson remembered the main reason we brought this up was the noise pollution, because they blow their horns at all hours of the day and night and don't respect the 7pm-7am quiet zone. Maybe it needs to be brought up to the train officials again that we have a noise ordinance that needs to be followed. Henke also recalled that the quiet zone times discussion was the original conversation intent. He has gotten fewer phone calls, but he still does hear a horn every once in a while right around 7am (recently around 6:30/6:45) Wesolowski has an upcoming meeting with the railroad about some other items, and will talk to the local roadmaster asking about their policy for horn usage. He acknowledges we do have a quiet zone, and the railroad may be required in certain instances to blow the horn, so he will have that discussion. Henke thinks it's a good continuing discussion to have with them just to stay on top of it.

c. Discussion on snow plowing policy

Lindman, Over the last couple of years we have had some alders with questions about areas with center boulevards. In particular, why we plow to the outside of the road versus the center? Residents have complained. In the past, the city did plow some areas to the center of boulevards versus the driveways, sidewalks and city corners. The updated policy came into place a few years ago. We plow to the outside because it is the most efficient way for us to wrap corners. Dustin Kreage, DPW Superintendent, spoke about various reasons we stopped plowing snow to the center. Most boulevards do not have storm drains in the center, so when the snow piles on center boulevards, all the run-off in the spring comes across the road and freezes/thaws and continues to create maintenance issues. We may have to bring graders out to pull up the ice, and use additional materials on the ice. Plowing to the center also takes more time due to having to go back and clean up the edges, corners, and wrap in the intersections. From an efficiency standpoint, that is really why we plow to the outside. We brought it forward for discussion and feedback because of those complaints to the committee. Neal is working on behalf of a couple of constituents living up on east hill. He was contacted a week ago about a plow depositing snow on the center median. They are concerned because, years ago, it used to be put on the median, but the policy was changed. One of the constituents was really perturbed by this because this center median has a sidewalk down the middle. The city's responsibility with regard to public sidewalks that are not in front of a residence, which this area would fall under, is for the city to keep the sidewalk clear. So he asked why they don't go ahead and clear the sidewalks all winter because it hasn't been done,

they are covered in snow and they remain that way. There is some history in the fact that we have used the median in this case. There is also potential for more push back from constituents about the sidewalk issue. This might be a special case. Neal doesn't know if this is replicated elsewhere in the city with the sidewalk issue. So he would be looking to potentially altering our policy and practice up on the hill. Lindman noted it's challenging and Neal is not the only alder that has brought this forward. His recommendation to the committee is that if the policy is going to change, it will stay consistent across the city. Understanding that if it's one block or two blocks, it's not a big deal, but there are lots of areas with center boulevards. Neal agrees it's not feasible on Thomas St with the center median being narrow. It would have to be in places in the city with enough width in the median. Maybe we should look at the city street map and redline where this could be a consistent practice. The sidewalk issue on East Hill is a unique situation, which is an inconsistency that may be a special thing. Neal noted that our policy says clean sidewalks. So are we going to do that instead? Lindman couldn't remember when cleaning the sidewalk up there stopped, possibly even before he started. If this committee wants to change how we do the plow to the center plus keep the sidewalk clear, we'll take that direction and implement it. Neal noted that the sidewalk is quite steep in the east hill area, and he felt maybe let's keep the sidewalk covered, but let's look at the potential for depositing the street snow there. If the snow is deposited into the center, in heavy snow years, that snow will obviously push onto that sidewalk, which it had in the past. Maybe to alleviate the melting issues, this could be one of our snow collection areas that gets taken down to the River Drive snow area. That area might actually have a storm sewer in the center of the street with the steepness. Kraege mentioned one of the major concerns with plowing toward the center median was that the plows were going against traffic, which adds a risk of accidents when you meet a car and the plow is going the wrong way. Plow operators are technically not authorized to break traffic laws, even in snow emergencies. Neal questioned if our equipment has blades that can be shifted to the opposite angle. Kraege noted that with the loaders, you can pivot the blades, you may create spill off, and it will take more passes in the street to get everything cleared. Neal wants to get back to the constituents at some point with something definitive because this will keep coming up. Lindman asked if this is the direction that the committee wants to go as a whole. We can definitely edit the policy and bring it back for a final decision. Henke thinks we can draft something in the policy and bring it forward and have a vote on it at the next meeting. Specifically in that area. Neal feels this is like the previous item where complaints from a neighborhood have led to addressing the issue. This is a case where the people who live there constitute a starting point, and it gets addressed. Henke suggested maybe even the option of shoveling that sidewalk, as an option. Kraege stated he can see the complaint and can look for options. He will come back with some ideas about what we could do there. Henke suggested possibly one agenda item with 2–3 options. Neal thought some might look at it as special treatment. There isn't another option, so with a citizen's complaint, let's look at it.

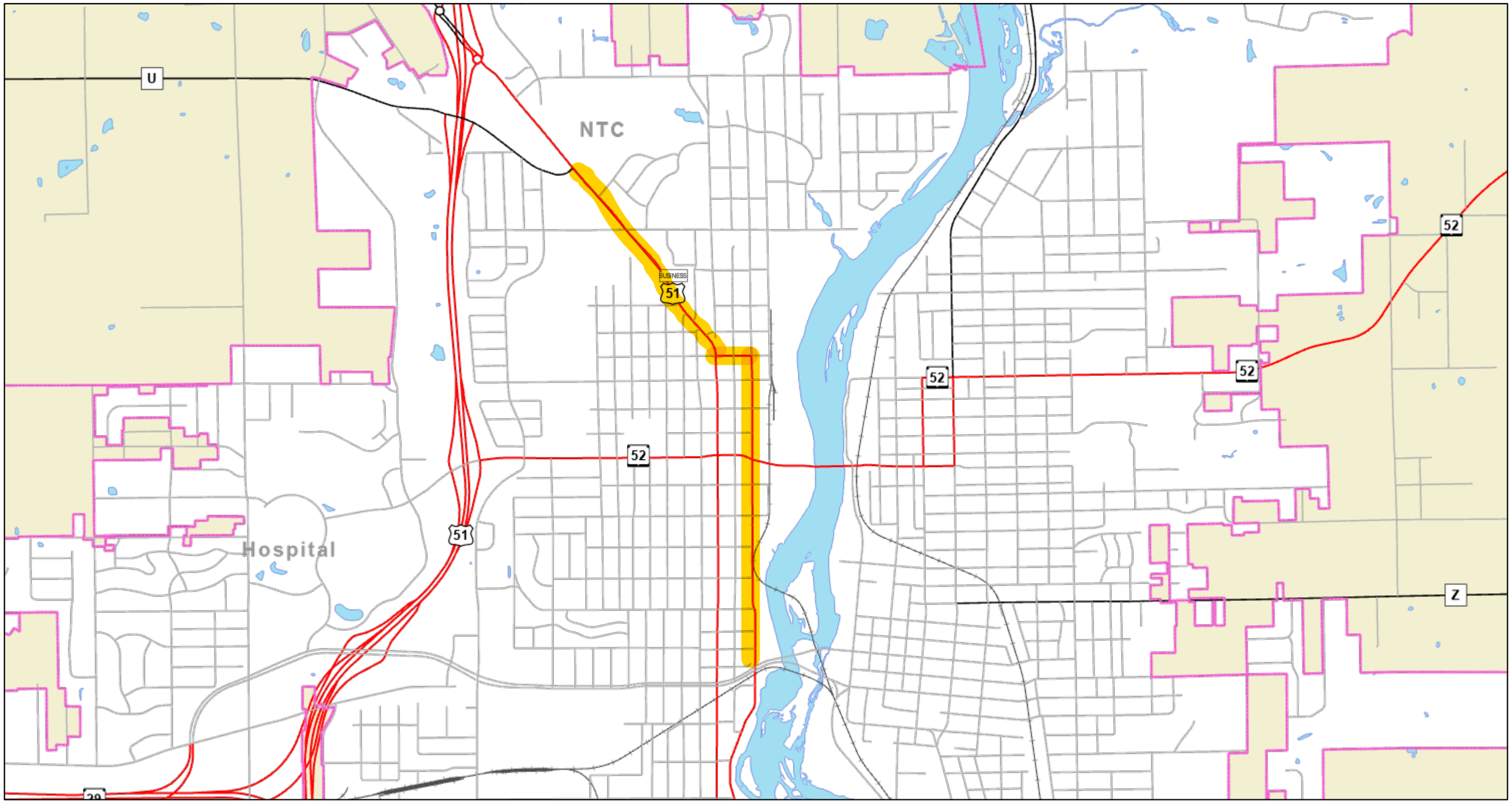
5 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Larson, to Adjourn. Motion carried. Meeting adjourned at 06:03 PM.

The recording of this meeting may be viewed on YouTube @CityofWausauMeetings

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

ArcGIS Web Map



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CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Joint Resolution from the Public Health & Safety Committee and the Sustainability, Energy, & Environment Committee for a Memorandum of Understanding between the City of Wausau and the Midwest Renewable Energy Association (MREA) to Partner in the Operation of the Grow Solar Central Wisconsin Group Buy Program.

Committee Action: Public Health & Safety Committee Approved 3-0; Sustainability, Energy, & Environment Committee Approved 5-0

File Number: 26-0405 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [X]*	*NO [ ]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, on March 5, the Sustainability, Energy, & Environment Committee recommended unanimous approval of the attached Memorandum of Understanding to the Council for its approval; and

WHEREAS, on March 23, the Public Health & Safety Committee recommended unanimous approval of the attached Memorandum of Understanding to the Council for approval; and

WHEREAS, The City of Wausau Strategic Plan identifies investment in solutions to ensure environmental sustainability as a key objective; and

WHEREAS, the Midwest Renewable Energy Association is dedicated to promoting clean energy, energy efficiency, and sustainable living through education and demonstration; and

WHEREAS, this agreement provides awareness to Wausau residents and allows them to more easily access these services; and

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau to approve the attached Memorandum of Understanding, according to recommendations made by the Public Health & Safety Committee and the Sustainability, Energy, and Environment Committee.

BE IT FURTHER RESOLVED by approving the attached Memorandum of Understanding the Common Council of the City of Wausau will enter partnership with the Midwest Renewable Energy Association as specified.

Approved:

_____

Doug Diny, Mayor

Planning, Community and Economic Development

Date: March 16, 2026

To: Public Health and Safety Committee

From: Carrie Edmondson, AICP, Assistant City Planner

RE: Consideration and recommendation on the Memorandum of Understanding (MOU) between the Midwest Renewable Energy Association (MREA) and the City of Wausau to partner on the Grow Solar Central Wisconsin Group Buy Program

The Midwest Renewable Energy Association (MREA) operates the Grow Solar program on an annual basis. Grow Solar is a coordinated effort among Midwest organizations and municipalities to provide a group purchasing opportunity for homeowners, businesses, and institutions. The program also offers community-based resources to guide property owners through the solar purchasing and installation process.

The Grow Solar process includes the selection of a contractor through a competitive Request for Proposales (RFP) process. This RFP is scheduled to be released in March, with contractor selection anticipated in April. Applicants are encouraged to apply for solar projects through summer. During the application period, “Power Hour” sessions are held to provide technical assistance and educational information to potential participants.

The partnership opportunity enables Grow Solar to share the City logo on their website, social media posts, and other public communications. The City agrees to promote the program at its discretion. City staff have been invited to serve on the Advisory Committee to oversee the RFP review and contractor selection process. Even if not on the Advisory Committee, the City has the ability to review RFP proposals. Additionally, the City can assist with hosting a “Power Hour” session. The City of Wausau has participated in this partnership in years past, as have several peer communities.

Staff recommends approval of the Memorandum of Understanding between the Midwest Renewable Energy Association (MREA) and the City of Wausau to partner on the Grow Solar Central Wisconsin Group Buy Program.

City of Wausau Sustainability, Energy, and Environment Committee

MINUTES
March 5, 2026

Members Present: Jean Abreu (C), Alder Carol Lukens, Christine Daniels, Britnie Remer, and Dan Zinsmeister

Others Present: Vincent Bonino and Carrie Edmondson

In compliance with Chapter 19, Wisconsin Statues, notice of this meeting was posted and transmitted to the Wausau Daily Herald in the proper manner.

1. **Call to order.**
   The meeting was called to order at 5:05 p.m.

2. **Public comment.**
   No public comment was received.

3. **Consideration of the minutes of the preceding meeting(s).**
   Motion/second Christine/Britnie to approve the February 5, 2026, minutes as presented, passed 5-0.

4. **Discussion and possible action.**

   a. Wausau Sustainability Award – determination on Wausau Sustainability Awards application submittal from Liz Reynolds on behalf of Kolbe Windows and Doors
   Motion/second Dan/Christine to approve the award, passed 5-0. The award will be presented at the March 23, 2026, Common Council meeting. One or two group members will attend.

   b. Mayors' Monarch Pledge – consideration and recommendation to take the annual Mayors' Monarch Pledge
   Carol provided an overview of the draft Mayors' Monarch Pledge submission. She reviewed potential interest items including a proclamation, changing mowing protocol, and adding signage for recognition.
   Motion/second to approve the Mayors' Monarch Pledge Christine/Britnie, passed 5-0.

   c. Consideration and recommendation on the Memorandum of Understanding between the City of Wausau and the Midwest Renewable Energy Association

DRAFT

(MREA) to partner in the operation of the Grow Solar Central Wisconsin Group Buy Program

Carrie provided an overview of the Grow Solar Central Wisconsin Group Buy Program and the proposed sponsorship agreement. Dan asked about other cities experiences in partnering with the program.
Motion/second Christine/Dan to approve the Memorandum of Understanding, passed 5-0.

5. Discussion

a. UW-Extension – Beginning Vegetable Gardening for Everyone – discussion of marketing plan.
Carrie noted that she had created a press release and City Facebook post. She also printed flyers for the group to distribute to area establishments. She and Janell have a radio interview scheduled with WXCO. The MCPL is advertising on their social media and Janell has shared with Master Gardeners and Wausau Yards and Gardens Facebook group. Britnie created half sheets with information about SEEC to hand out at the classes.
b. Earth Day Initiatives – discussion of potential committee involvement with various Earth Day initiatives
The group discussed Earth Day and noted there are a lack of events in the Wausau area.
c. Work plan prioritization activity
The group continued the work plan discussion including prioritization and creation of goals statements, including the following:

- The SEEC Committee will oversee the creation of a five-year climate action/sustainability plan, present it to the City Council, and attain adoption by the Council by April 1, 2027.
- The SEEC will educate the community by engaging our neighbors, youth, residents & businesses through sustainability-focused programming and providing opportunities for involvement culminating in Earth Week, April 2027.

Dan agreed to bring various climate action/sustainability templates forward for discussion.

6. Adjournment.
Motion/second to adjourn Carol/Britnie to adjourn, passed 5-0. The meeting adjourned at 6:50 p.m.

DRAFT

OFFICIAL MINUTES
REGULAR MEETING

MEETING:	Public Health & Safety Committee
DATE/TIME:	Monday, March 23, 2026 at 6:30 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:

Lisa Rasmussen (C)	Lou Larson (VC)
Becky McElhaney	Sarah Watson
Carol Lukens	

Members Present: Lisa Rasmussen, Lou Larson, Sarah Watson
Members Not Present: Becky McElhaney
Members Excused: Carol Lukens
Present 3, Not Present 1, Excused 1

Noting the presence of a quorum, the Chairperson called the meeting to order at 06:30 PM.

2 Consideration of the minutes of the preceding meeting(s).

Motion by Watson, seconded by Larson, to approve all items outlined below. Motion Passed, 3-0.

February 16, 2026 Regular Public Health & Safety Committee Minutes

3 Discussion and possible action.

a. Approval or denial of various license applications.

Watson questioned the construction of a possible parklet at Westsider Diner & Lounge.

Rasmussen stated that the parklet sits back enough to allow drivers to take the turn from 3rd Avenue onto Quaw Street. It was further stated that it may be a good idea to allow this parklet application to be approved and see how well it works at this location over the summer.

Larson questioned if the parklet would be clearly visible at night, so drivers are able to see that it is there. It was stated the parklet would be well lit and visible.

Motion by Watson, seconded by Larson, to approve the parklet permit. Motion Passed 3-0.

Rasmussen stated Theodore Davis, applicant for a New Bartender/Operator License, appeared to appeal the denial recommendation.

It was stated that the Chief of Police was not available to speak on the status of the recommendation to deny pending the presentation of the evidence of rehabilitation. It was stated that a recommendation based on that communication would come at the next committee meeting.

Rasmussen stated Johanna Gregory, applicant for a New Bartender/Operator License, did not appear to appeal the denial recommendation.

Rasmussen stated the Liquor License Review Subcommittee met immediately before the meeting with Milwaukee Road Hiwatha LLC., owners Clinton Schultz and Jean-Jaques DeRoover, agent Clinton Schultz for Hiawatha SC and The Copper Kettle Steakhouse LLC, owners Robert Lamovec, agent Robert Lamovec for The Copper Kettle Steakhouse. It was further stated the Liquor License Review Subcommittee also met with TMS Entertainment and Distribution LLC, owners Thomas Powers and Seth Clendening, agent Thomas Powers for

Oasis Arcade. It was stated the subcommittee voted to recommend approval of Hiawatha SC, The Copper Kettle Steakhouse, and Oasis Arcade.

Motion by Larson, seconded by Watson, to approve or deny licenses as indicated by staff with the exception of Theodore Davis. Motion Passed 3-0.

b. Repealing and recreating Wausau Municipal Code Chapter 6.44 Solid Waste Disposal.

Motion by Larson, seconded by Watson, to approve the new provision. Motion Passed 3-0.

c. Repealing Wausau Municipal Code Section 10.01.012 Use of Hand-Held Mobile Telephones and Mobile Electronic Devices While Driving Prohibited.

Motion by Watson, seconded by Larson, to repeal that code section. Motion Passed 3-0.

d. Approving Memorandum of Understanding between the City of Wausau and the Midwest Renewable Energy Association (MREA) to partner in the operation of the Grow Solar Central Wisconsin Group Buy Program.

Watson stated support as a homeowner with a solar array.

Motion by Watson, seconded by Larson, to approve. Motion Passed 3-0.

4 Discussion.

a. Wausau Fire Department 2025 Annual Report.

Report placed on file.

b. Tavern Activities Report from February 2026.

Watson stated concerns about whether Taquería Tres Hermanos was still in operation and requested the Police Department follow up on the status of that business.

Rasmussen stated there had been a public concern about the 12-month tracking of demerit points for Days Bowl-A-Dome were being accurately recorded within the report and requested that it be reviewed.

Report placed on file.

c. Community Outreach Update.

Larson requested a tour of the Public Health & Safety Committee of the Bridge Street Mission facility.

Rasmussen requested that tour invitation be extended to the entire Common Council.

Report placed on file.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

Without objection, this item was taken up at this time out of order of the agenda.

Rasmussen read the public comment statement.

1. Carrie Marhol, 1025 Everest Boulevard - spoke on the unhoused population, shelter operations, and stated ethical concerns about the treatment of the unhoused population in the shelter facilities that had been unaddressed.

5 Adjournment.

Motion by Watson, seconded by Larson, to adjourn. Motion carried. Meeting adjourned at 07:20 PM.

The recording of this meeting may be viewed on YouTube [@CityofWausauMeetings]

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Joint Resolution from the Infrastructure & Facilities Committee and Plan Commission for Transportation Project Plat for Project 370-40-40, Grand Avenue Signal Replacements, Sturgeon Eddy Road and Townline Road.

Committee Action: Infrastructure & Facilities Committee Approved 5-0; Plan Commission Approved 6-0

File Number: 26-0406 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [ ]*	*NO [X]*		
	Included in Budget:	*YES [X]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [X]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [X]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, the existing traffic signal poles, controllers, cabinets, and detectors at the intersection of Grand Avenue and Townline Rd, and Grand Avenue and Sturgeon Eddy Road ar near or past end of life; and

WHEREAS, the city received SISP grant funds to replace the signal poles, conduit/wiring/pull boxes, signal controller/cabinet, emergency vehicle preemption and street lighting; and

WHEREAS, during the design process it was determined that right of way would be needed to place the signal bases and poles behind the existing sidewalk; and

WHEREAS, a Transportation Project Plat has been prepared showing required permanent and temporary easements needed to construct the project; and

WHEREAS, your Infrastructure and Facilities Committee discussed the Transportation Project Plat for Grand Avenue from Sturgeon Eddy Road to Townline Road at its meeting on March 12, 2026, and recommends approval; and

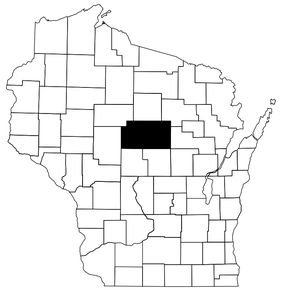
WHEREAS, your Plan Commission discussed the Transportation Project Plat for Grand Avenue from Sturgeon Eddy Road to Townline Road at its meeting on March 17, 2026 and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau:

1. That the City of Wausau hereby determines it is necessary for public corner improvements, drainage, grading, and to that end it is necessary and a public purpose to acquire fee simple title or easements to the property interests in question, either by donation or acquisition.
2. That to properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the street designated on the Transportation Project Plat attached, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the Transportation Project Plat for the above project; that to effect this change, pursuant to authority granted under Section 32.05 and 32.07 of the Wisconsin Statutes, the Common Council of the City of Wausau orders that the required lands or interests in lands as shown on the Transportation Project Plat and described on plat sheet numbers 1 through 3 shall be acquired by eminent domain if necessary; and
3. That the City Clerk is hereby directed to file a copy of this Transportation Project Plat with the County Clerk of Marathon County.

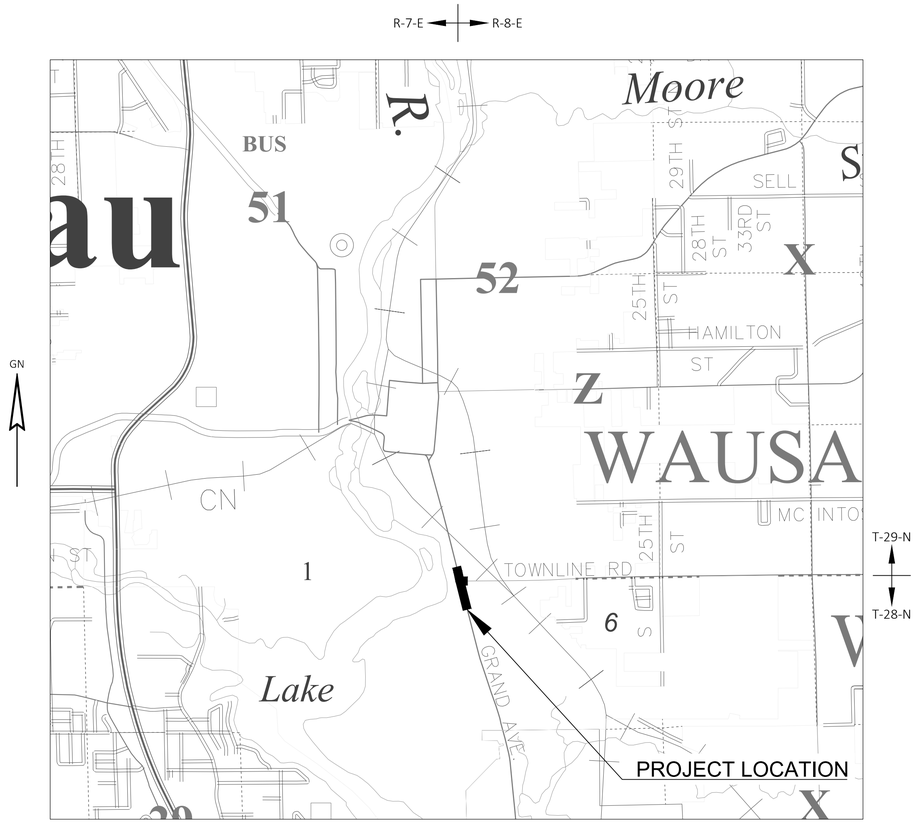
Approved:

_____
Doug Diny, Mayor



CITY OF WAUSAU
TRANSPORTATION PROJECT PLAT TITLE SHEET
3700-40-40
C WAUSAU, GRAND AVENUE
STURGEON EDDY RD TO TOWNLINE RD

MARATHON COUNTY



LAYOUT
SCALE 0 0.5 MI.

CONVENTIONAL UTILITY SYMBOLS

UTILITY NUMBER	40
WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	SS
COMBINED SEWER	SSS
ELECTRIC TOWER	
TRANSMISSION STRUCTURES	

	COMPENSABLE	NON-COMPENSABLE
ELECTRIC POLE		
TELEPHONE POLE		
PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)		

CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
SIXTEENTH LINE
NEW REFERENCE LINE
NEW R/W LINE
EXISTING R/W OR HE LINE
PROPERTY LINE
LOT, TIE & OTHER MINOR LINES
EXISTING CENTERLINE
CORPORATE LIMITS
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
TEMPORARY LIMITED EASEMENT AREA
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)
BUILDING
TO BE REMOVED
BRIDGE
CULVERT

SECTION CORNER SYMBOL
SECTION CORNER MONUMENT
GEODETIC SURVEY MONUMENT
NON-PERMITTED SIGN
PERMITTED SIGN
ACCESS RESTRICTED BY ACQUISITION
NO ACCESS (BY STATUTORY AUTHORITY)
ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
NO ACCESS (NEW HIGHWAY)
PARCEL NUMBER
PARALLEL OFFSETS

R/W MONUMENT (TO BE SET)
NON-MONUMENTED R/W POINT
FOUND SURVEY MONUMENT (SEE FOUND MONUMENT TABLE)

CONVENTIONAL ABBREVIATIONS

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

CURVE DATA ABBREVIATIONS

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

THE NOTES,CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 3700-40-40

NOTES:

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

ALL NEW RIGHT-OF-WAY AND PERMANENT EASEMENT MONUMENTS WILL BE TYPE 2 (TYPICALLY 1" X 18" IRON PIPES), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

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

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

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

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

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

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

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

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE CITY OF WAUSAU.

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

PROJECT NUMBER 3700-40-40- 4.01
SHEET 2 OF 3

FILE NAME : I:\45\450778 GRAND AVE WAUSAU SIGNALS\C3D\RW\TPP TITLE SHEET.DWG
LAYOUT NAME: TPP Title 34x22
PLOT DATE : 9/16/2015 3:04 PM PLOT BY : TACKMIER, JILL PLOT NAME : _____

3700-40-40-4.01

4

TRANSPORTATION PROJECT PLAT NO: 3700-40-40-4.01

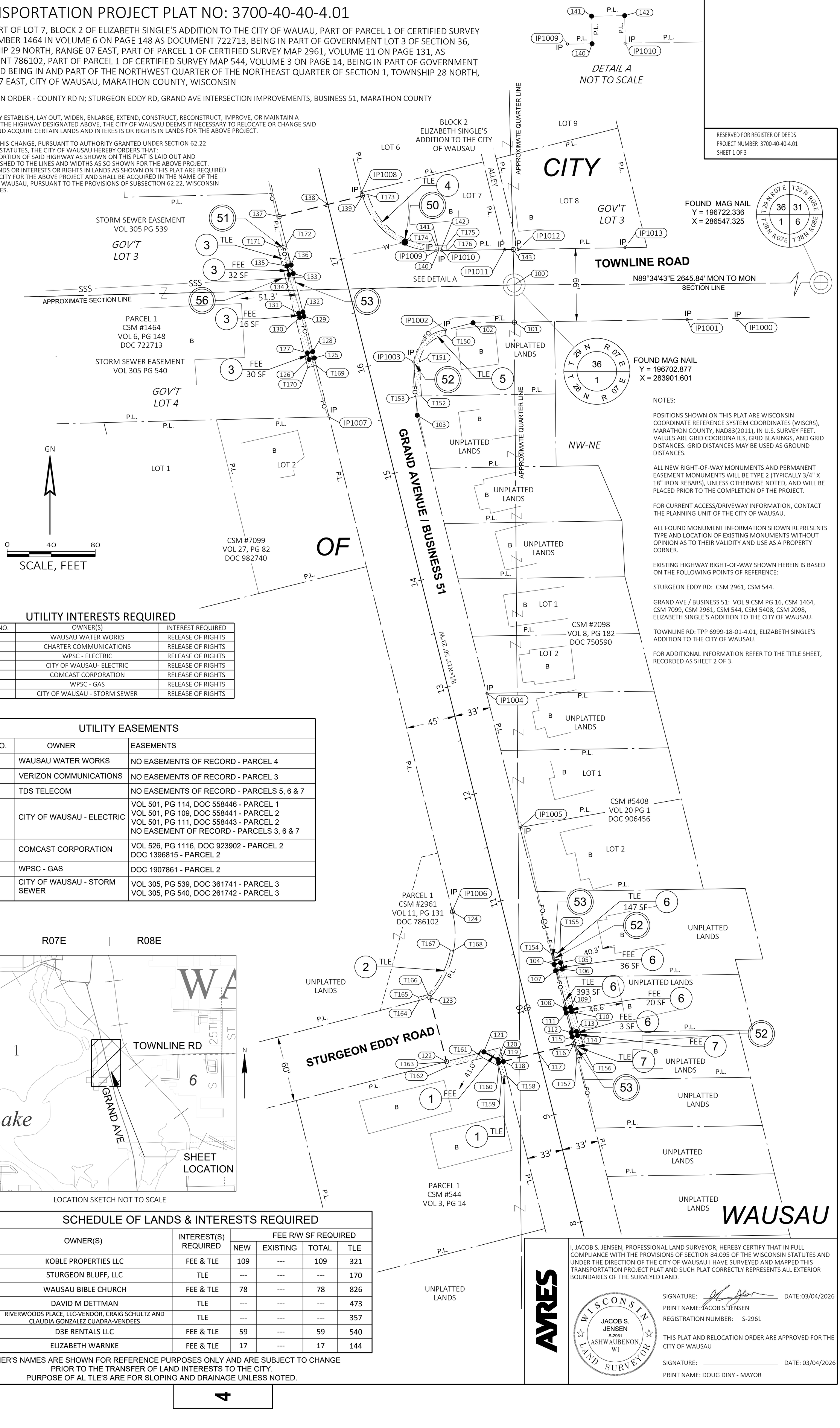
THAT PART OF LOT 7, BLOCK 2 OF ELIZABETH SINGLE'S ADDITION TO THE CITY OF WAUAU, PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NUMBER 1464 IN VOLUME 6 ON PAGE 148 AS DOCUMENT 722713, BEING IN PART OF GOVERNMENT LOT 3 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 07 EAST, PART OF PARCEL 1 OF CERTIFIED SURVEY MAP 2961, VOLUME 11 ON PAGE 131, AS DOCUMENT 786102, PART OF PARCEL 1 OF CERTIFIED SURVEY MAP 544, VOLUME 3 ON PAGE 14, BEING IN PART OF GOVERNMENT LOT 4 AND BEING IN AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 07 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN

RELOCATION ORDER - COUNTY RD N; STURGEON EDDY RD, GRAND AVE INTERSECTION IMPROVEMENTS, BUSINESS 51, MARATHON COUNTY

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

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22 WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:

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



NOTES:

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

ALL NEW RIGHT-OF-WAY MONUMENTS AND PERMANENT EASEMENT MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 18" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE CITY OF WAUSAU.

ALL FOUND MONUMENT INFORMATION SHOWN REPRESENTS TYPE AND LOCATION OF EXISTING MONUMENTS WITHOUT OPINION AS TO THEIR VALIDITY AND USE AS A PROPERTY CORNER.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:

STURGEON EDDY RD: CSM 2961, CSM 544.

GRAND AVE / BUSINESS 51: VOL 9 CSM PG 16, CSM 1464, CSM 7099, CSM 2961, CSM 544, CSM 5408, CSM 2098, ELIZABETH SINGLE'S ADDITION TO THE CITY OF WAUSAU.

TOWNLINE RD: TPP 6999-18-01-4.01, ELIZABETH SINGLE'S ADDITION TO THE CITY OF WAUSAU.

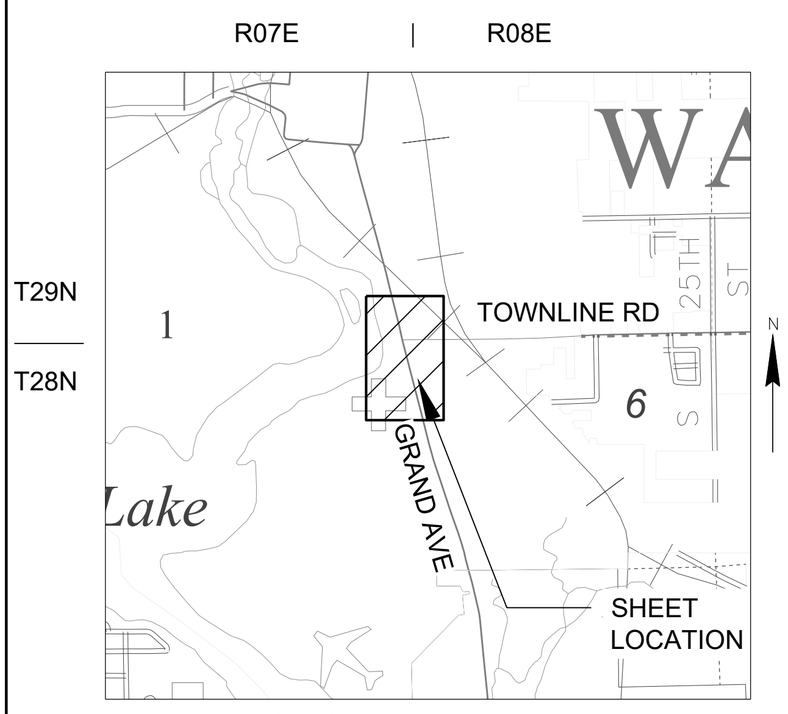
FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3.

UTILITY INTERESTS REQUIRED

UTILITY NO.	OWNER(S)	INTEREST REQUIRED
50	WAUSAU WATER WORKS	RELEASE OF RIGHTS
51	CHARTER COMMUNICATIONS	RELEASE OF RIGHTS
52	WPSC - ELECTRIC	RELEASE OF RIGHTS
53	CITY OF WAUSAU- ELECTRIC	RELEASE OF RIGHTS
54	COMCAST CORPORATION	RELEASE OF RIGHTS
55	WPSC - GAS	RELEASE OF RIGHTS
56	CITY OF WAUSAU - STORM SEWER	RELEASE OF RIGHTS

UTILITY EASEMENTS

UTILITY NO.	OWNER	EASEMENTS
50	WAUSAU WATER WORKS	NO EASEMENTS OF RECORD - PARCEL 4
51	VERIZON COMMUNICATIONS	NO EASEMENTS OF RECORD - PARCEL 3
52	TDS TELECOM	NO EASEMENTS OF RECORD - PARCELS 5, 6 & 7
53	CITY OF WAUSAU - ELECTRIC	VOL 501, PG 114, DOC 558446 - PARCEL 1 VOL 501, PG 109, DOC 558441 - PARCEL 2 VOL 501, PG 111, DOC 558443 - PARCEL 2 NO EASEMENT OF RECORD - PARCELS 3, 6 & 7
54	COMCAST CORPORATION	VOL 526, PG 1116, DOC 923902 - PARCEL 2 DOC 1396815 - PARCEL 2
55	WPSC - GAS	DOC 1907861 - PARCEL 2
56	CITY OF WAUSAU - STORM SEWER	VOL 305, PG 539, DOC 361741 - PARCEL 3 VOL 305, PG 540, DOC 261742 - PARCEL 3



LOCATION SKETCH NOT TO SCALE

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	FEE R/W SF REQUIRED			
			NEW	EXISTING	TOTAL	TLE
1	KOBLE PROPERTIES LLC	FEE & TLE	109	---	109	321
2	STURGEON BLUFF, LLC	TLE	---	---	---	170
3	WAUSAU BIBLE CHURCH	FEE & TLE	78	---	78	826
4	DAVID M DETTMAN	TLE	---	---	---	473
5	RIVERWOODS PLACE, LLC-VENDOR, CRAIG SCHULTZ AND CLAUDIA GONZALEZ CUADRA-VENDEES	TLE	---	---	---	357
6	D3E RENTALS LLC	FEE & TLE	59	---	59	540
7	ELIZABETH WARNKE	FEE & TLE	17	---	17	144

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY.
PURPOSE OF AL TLE'S ARE FOR SLOPING AND DRAINAGE UNLESS NOTED.

AYRES

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

WISCONSIN
JACOB S. JENSEN
S-2961
ASHWAUBENON, WI
LAND SURVEYOR

SIGNATURE: _____ DATE:03/04/2026
PRINT NAME: JACOB S. JENSEN
REGISTRATION NUMBER: S-2961

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

SIGNATURE: _____ DATE: 03/04/2026
PRINT NAME: DOUG DINY - MAYOR

4

4015-22-22-4.01

PLOT NAME :
PLOT BY : AYRES ASSOCIATES
PLOT DATE : 3/4/2026 7:52 AM
FILE NAME : I:\45\450778 GRAND AVE WAUSAU SIGNALS\C3D\RW\3700-40-40_0401.DWG
APPRAISAL PLAT DATE : MARCH 4, 2026

TRANSPORTATION PROJECT PLAT NO: 3700-40-40-4.01

EXTENSION

RELOCATION ORDER - COUNTY RD N; STURGEON EDDY RD, GRAND AVE INTERSECTION IMPROVEMENTS, BUSINESS 51, MARATHON COUNTY

4

R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
100	16+39.73	146.49' RT
101	16+06.85	138.58' RT
102	16+15.27	102.09' RT
103	15+46.15	32.64' RT
104	10+32.49	33.16' RT
105	10+32.50	39.16' RT
106	10+26.50	39.17' RT
107	10+26.49	33.17' RT
108	9+91.00	33.20' RT
109	9+90.95	38.20' RT
110	9+87.00	38.21' RT
111	9+87.00	33.21' RT
112	9+68.55	33.23' RT
113	9+68.55	38.23' RT
114	9+64.55	38.23' RT
115	9+64.55	33.23' RT
116	9+58.07	33.24' RT
117	9+58.03	0.00'
118	9+58.00	32.76' LT
119	9+58.00	37.12' LT
120	9+60.88	37.11' LT
121	9+70.72	47.86' LT
122	9+70.35	82.94' LT
123	10+30.34	83.57' LT

R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
124	11+00.97	44.91' LT
125	16+19.00	45.43' LT
126	16+19.00	50.43' LT
127	16+25.00	50.44' LT
128	16+25.00	45.44' LT
129	16+57.99	45.47' LT
130	16+57.99	49.47' LT
131	16+61.99	49.47' LT
132	16+61.99	45.47' LT
133	16+98.00	45.51' LT
134	16+98.00	49.51' LT
135	17+06.00	49.52' LT
136	17+05.93	45.54' LT
137	17+51.32	45.56' LT
138	17+51.37	0.00'
139	17+51.40	32.46' RT
140	16+86.42	87.31' RT
141	16+88.85	87.88' RT
142	16+88.18	90.80' RT
143	16+71.23	153.45' RT
1002	16+15.16	76.06' RT
1003	15+93.84	41.28' RT
1010	16+85.74	90.24' RT
1011	16+72.87	145.86' RT

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
T150	16+10.19	75.48' RT
T151	15+92.50	46.12' RT
T152	15+62.14	40.62' RT
T153	15+63.26	35.76' RT
T154	10+42.49	33.15' RT
T155	10+42.49	41.15' RT
T156	9+47.48	41.25' RT
T157	9+47.47	33.25' RT
T158	9+44.43	32.85' LT
T159	9+44.42	37.75' LT
T160	9+54.69	37.76' LT
T161	9+65.70	49.78' LT
T162	9+65.34	83.87' LT
T163	9+70.33	84.04' LT
T164	10+30.24	93.42' LT
T165	10+33.24	93.45' LT
T166	10+33.33	84.47' LT
T167	10+67.79	55.01' LT
T168	10+66.58	52.27' LT
T169	16+12.00	45.42' LT

EXISTING MONUMENTS TABLE			
POINT	Y	X	DESCRIPTION
IP1000	196671.665	284103.964	1" IRON PIPE
IP1001	196671.384	284058.797	1" IRON PIPE
IP1002	196662.063	283839.121	1" IRON PIPE
IP1003	196632.996	283810.504	1" IRON PIPE
IP1004	196332.257	283876.953	1" IRON PIPE
IP1005	196210.481	283907.256	1" IRON PIPE
IP1006	196133.725	283845.134	1" IRON PIPE
IP1007	196583.156	283733.500	1" IRON PIPE
IP1008	196786.794	283762.944	1" IRON PIPE
IP1009	196733.902	283830.650	1" IRON PIPE
IP1010	196733.988	283835.880	1" IRON PIPE
IP1011	196734.889	283892.963	1" IRON PIPE
IP1012	196735.173	283905.273	1" IRON PIPE
IP1013	196736.660	284002.140	1" IRON PIPE

R/W COURSE TABLE		
COURSE	BEARING	DISTANCE
100-101	S00°25'19"E	33.81'
101-102	S89°03'25"W	37.45'
102-1002	S75°48'12"W	26.03'
1002-1003	SEE CURVE TABLE	
1003-103	S03°40'29"E	48.47'
103-104	S13°59'51"E	513.66'
104-105	N75°59'38"E	6.00'
105-106	S13°59'51"E	6.00'
106-107	S75°59'38"W	6.00'
107-108	S13°59'51"E	35.50'
108-109	N76°00'12"E	5.00'
109-110	S13°59'51"E	4.00'
110-111	S76°00'55"W	5.00'
111-112	S13°59'51"E	18.45'
112-113	N76°00'53"E	5.00'
113-114	S13°59'51"E	4.00'
114-115	S76°01'26"W	5.00'
115-116	S13°59'51"E	6.49'
116-117	S76°00'09"W	33.24'
117-118	S76°00'09"W	32.76'
118-119	S76°05'59"W	4.35'
119-120	N13°54'00"W	2.88'
120-121	N61°28'49"W	14.57'
121-122	S75°27'15"W	35.08'

R/W COURSE TABLE		
COURSE	BEARING	DISTANCE
122-123	N14°32'45"W	60.00'
123-124	SEE CURVE TABLE	
124-125	N13°59'51"W	518.03'
125-126	S76°01'46"W	5.00'
126-127	N13°59'51"W	6.00'
127-128	N76°01'46"E	5.00'
128-129	N13°59'51"W	32.99'
129-130	S76°01'46"W	4.00'
130-131	N13°59'51"W	4.00'
131--132	N76°01'46"E	4.00'
132-133	N13°59'51"W	36.01'
133-134	S76°01'46"W	4.00'
134-135	N13°59'51"W	8.00'
135-136	N76°02'24"E	4.00'
136-137	N13°59'51"W	45.32'
137-138	N76°00'09"E	45.56'
138-139	N76°00'09"E	32.46'
139-1009	SEE CURVE TABLE	
1009-140	N89°03'25"E	2.23'
140-141	N00°56'32"W	2.50'
141-142	N89°03'25"E	3.00'
142-1010	S00°56'32"E	2.50'
1010-1011	N89°03'25"E	57.08'
1011-143	N89°03'25"E	7.78'
143-100	S01°27'52"E	32.19'

R/W AND TLE CURVE TABLE				
CURVE	LENGTH	RADIUS	LONG CHORD	LONG CHORD BEARING
1002-1003	43.97'	33.00'	40.79'	S44°33'09"W
123-124	84.01'	83.69'	80.52'	N14°45'30"E
139-1009	89.61'	68.00'	83.27'	S53°11'22"E
T150-T151	36.90'	28.00'	34.28'	S44°59'33"W
T166-T167	45.96'	80.69'	45.34'	N26°35'34"E
T173-T174	82.88'	63.00'	77.03'	S53°15'12"E

NOTES:

FOR ADDITIONAL INFORMATION, REFER TO TITLE SHEET, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, IN MARATHON COUNTY, AS SHEET 2 OF 3 OF DOCUMENT XXXXX.

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

PROJECT NUMBER 3700-40-40- 4.01
SHEET 3 OF 3
AMENDMENT NO:

FILE NAME : I:\45\450778 GRAND AVE WAUSAU SIGNALS\C3D\RW\3700-40-40_0401.DWG
APPRAISAL PLAT DATE : MARCH 4, 2026

PLOT DATE : 3/4/2026 8:09 AM PLOT BY : TACKMIER, JILL PLOT NAME : PLOT SCALE :

XXXX-XX-XX 3700-40-40- 4.01

OFFICIAL MINUTES
REGULAR MEETING

MEETING:	Infrastructure & Facilities Committee	**MEMBERS:**	
DATE/TIME:	Thursday, March 12, 2026 at 5:15 PM	Chad Henke (C)	Lou Larson (VC)
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403	Tom Neal Michael Martens	Sarah Watson

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:15 PM.

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1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

Chad Henke read the public comment statement.

Jess Kufahl, 5411 Naugart Dr, Merrill, WI, owner of 915 Thomas St. at the corner of 10th & Thomas, which is a small beauty salon. He is not sure if he is for or against, but does believe parking is a problem. His tenant has clients that park a block away from the business for their appointments. He does not want to completely eliminate parking. However, immediately in front of the building, if signage could be changed to customer parking only during daytime hours. Since the widening of Thomas St, if parking is eliminated on 10th Ave, his tenants could be out of business. He made a substantial investment in renovating that building over the past years. This could potentially cause him a lot of harm. He would like to see something done but in a positive way with respect to the homeowners. Currently, there is not enough parking for his tenants, and he can't lose anymore. On an average day there are 2 beauticians working. Worst case scenario, there would be 4 cars there for 2 hours at any given time during the day.

Father Woody Pace, pastor at Holy Name Parish, on Thomas, 9th Ave, and 10th Ave. The church has been working with the City, the police, and the residents in the area. He has been at the parish since July 2025. Parking was an issue before he arrived. Some of the parking issues have to deal with attendance for weekend masses or parish events that are well attended. Very often their parking lot is not adequate, then parking overflows into the city streets is the only option. They are not looking for any changes to the parking restrictions but will continue to work with their parishioners to make sure they park appropriately. Police have been patrolling the area to make sure driveways are accessible. He will continue to make announcements during masses, or print information that he will continue to repeat periodically throughout the year. He appreciates the cooperation of the neighbors and using public acces to the roads and wants to make sure that it is done in the safest way possible and moves forward that way.

Ark Rhomine,1211 S 10th Ave, 1/2 a block south of Holy Name. He has 2 different viewpoints. One as a resident of 10th Ave, and one as a Holy Name Church member. He sits on numerous committees, including the board of ushers. On Saturdays, Holy Mass takes place at 4pm with typically about 200 in attendance. On Sundays, Holy Mass is at 8am with approximately 200–220 in attendance, and 10:30am with 200–250 in attendance typically. If ushers see a car that is potentially illegally parked out front (he is not sure what the exact legislation is on how far from a curb or a driveway), they try to encourage those parishioners to please move their car in politeness to our neighboring residents. About 2–2. 5 years ago, when parking became a concern, Father Martins mentioned to the parish to please respect the neighbors that are around

the Church. That worked for a bit, then it started to go back in the opposite direction. The parish had engineering drawings performed to realign the parking lot to maybe gain more spots. Very few were gained. Those engineers also looked at diagonal parking on 9th Ave on the church side. His concern is if we change the parking we will still have the same numbers of people trying to park. That will just spread the parking problem further. On 10th Ave, residents park on both sides of the street. It's not just from the Church. He doesn't feel there is a need to eliminate parking on one side of the street. He feels if officers are vigilant in patrolling during services that we can train our humans to please respect those around us.

Austyn Stoerzer, 1203 S 9th Ave, The reason his wife started this petition and brought it to attention is because of the parking situation. It may not necessarily be illegal as it stands, but it's causing an unsafe environment when people are parking too far from the curbs, and it causes others to hug parked cars when they are passing down the street. Effectively making it a one-way. Before completing a turn on a corner, you have to make sure no one is coming down the road in your lane so that you can safely complete your turn. It is an unsafe accident waiting to happen. Parking too close to intersections is also a problem and visibility could be increased by opening up one side of the street. In order to minimally impact residents, his recommendation would be to have no parking during the daytime on weekends on one side of the street. That would hopefully open up visibility and make it safer. He wants to try to prevent an accident before it happens, because it's only a matter of time.

Kat Savyannah, 133 S 9th Ave, She doesn't have a problem with parking, she knows when they are going to park there and for how long. Her concern is with parking on both sides. She understands that legally there is enough room. However, we live in a community where we are not used to driving that closely to another car. Cars always stop and pull over where they can when another car is coming toward them. You may have to wait back half a block to let traffic safely clear.

2 Consideration of the minutes of the preceding meeting(s).

February 12, 2026 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Neal, seconded by Alderperson Watson, to approve **February 12, 2026** Regular Infrastructure and Facilities Minutes. Motion Passed 5-0.

3 Discussion and possible action.

a. Parking restrictions on S. 9th Ave between Thomas Street and Chellis Street, S. 10th Ave between Thomas Street and Chellis Street, and Bopf Street between S. 9th Ave and S. 10th Ave.

Wesolowski stated the wording on the petition was very vague, and the letters did go out to residents on 9th Ave and 10th Ave and Bopf. He did receive one call from Jane Erdman, 815 Bopf St. She has lived there for 22yrs. She doesn't support parking restrictions. Her suggestion was to maybe mark some stalls, to help the parking situation. With the petition being vague, he's not sure where the committee wants to go with it. Neal, as we mentioned at the last meeting, maybe stronger signage in the area like other areas throughout the city. Last month we discussed a mobility disability individual not able to use the egress due to parking. Have we looked into using further signage to enhance parking areas, so it is very clear about where you can or can't park? Wesolowski stated that typically, with no parking here to corner it is established further back, that would come from this committee as an ordinance. No parking here to corner signs are something that could be looked at for the intersections of Bopf and 9th, and Bopf and 10th. Neal questioned what the minimum distance was for parking near a corner. Kurtzhals stated it is 15' from a crosswalk. Neal suggested we get more aggressive with signage in this situation. When others come to us with similar issues, we can do the same type of analysis and possibly the same action without putting people out, but making it clearer where parking is allowed. For the individual with a mobility disability, maybe signage near their driveway. There are areas around town where residents must have asked for signage for driveways, and they got them. There is definitely a precedence for it. Larson is concerned because this is in his district, and he wants to try to do what's right. No parking on one side. Where will that push the traffic? He doesn't feel that will solve the problem. He agrees with Neal about having more signage about no parking to corner. Another issue was the parking

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within 4 feet of a driveway. There needs to be more consistent patrol in the area during the times of service. Larson thinks if we could do something for the beauty salon for parking that would be nice as well. Watson asked Kurtzhals what the results were from extra patrolling the past few weekends. Kurtzhals stated they were able to provide extra patrol the last four weeks and issued 9 citations for parking less than 4 feet from a driveway, and 8 citations for parking less than 15 feet from a crosswalk. Watson said the signage about the crosswalk might be a good idea. Also, she is wondering if there is a possibility for curbs to be painted yellow 4 feet from driveways, so people know as a guide. In researching, our cars are getting bigger. 33 feet for the width of a street may have been great when cars were smaller. Maybe that is something to look at in the future. Not that widening streets is simple, but with our modern day cars, we might want to think of that in the future. Another suggestion from Watson was a drop-off/pick-up area with no parking, which would allow for unloading and then parking farther away, and not having to fight for the corner spots. Watson said she understands the cars parked on both sides essential makes it a one-way road and you have to wait. Wesolowski stated the typical parking stall when they are marked is 20–22 feet. Smaller cars have plenty of room in those stalls whereas larger trucks are a pretty tight fit. Lindman reminded us that we don't paint curbs by residents' driveways, it's too much work to maintain. Specific signage for a business in a public right away is also something that we don't do. It is a public right of way and is for the general public, not specific individuals. It would be a private business responsibility to do that. Watson asked if a drop-off area near the church was something that would work. Father Pace said they do have an area that is utilized as a drop-off area currently. Neal referred to the curb painting idea. On Hamilton St, curbs were painted some years ago, due to the abuse of parking at corners, but it is not very practical. You can't see in the winter, paint fads, degrades and chips off. However, signs that stick up in the air, and you can see them year round. Neal also suggested maybe, for events at the church, they could do a little capital campaign to get some signs that they could place out about parking here or no parking. Maybe 1–2 dozen double-sided that could just be placed out when needed during events near driveways, intersections, or areas of concern. Martens asked if with the 17 citations that were issued, have you seen the issue taper off as the enforcement continued? It did drop off one weekend, but the past Saturday (week 4) was when the most tickets were issued, and Sunday there were no tickets issued. With current religious holidays, it will be hard to gauge with attendance fluctuations, and education is going to take longer to sink in. Martens is not sure about restricting parking to one side, although the width of 33 feet does get pretty narrow with the size of vehicles now. It makes it pretty narrow for 2 cars to get through if cars are parked on both sides. He thinks no parking here to corner is a good idea to clear up visibility at intersections, Henke questioned if the committee is OK with postponing it for a month and seeing what continued enforcement does. Can we check the costs of getting signage, and bring the numbers for that back next month? Driveways and corners on 9th and 10th. Wesolowski hesitates on signage at all the driveways, because it would be intrusive on the neighborhood. Watson suggested that maybe it's not about signage at every driveway, but occasional signage to remind drivers about the law of no parking within 4 feet of driveways, maybe 1–2 signs on each block. Neal mentioned maybe there would be specific driveways that could have signage, like individuals with mobility disabilities and those that seem to be more problematic. We may find out that there are only a few driveways that would need signage. He agrees that a line of signs down the street is not the answer. Neal said he supports bringing it back in a month with more documentation. This item will be placed on the April Agenda.

b. Proposed 2027 Street Construction Projects and 5 Year Plan

Wesolowski noted the staff report was included and went over some of the highlights. In 2027, 11th Ave and Ethel were in the five-year plan. Additions were Emerson, Mount View, and Pied Piper between Ethel and Eau Claire Blvd. Those 3 blocks were done when Kent was replaced from Kent to Eau Claire Blvd. The plan is just to continue bringing them down one block, and rebuild them as we move south. In 2028 and 2029 no streets were added. However, Brown St and N 9th Ave (Elm to Bridge) were switched, to ease congestion and not have Brown Street and the 2029 scheduled E Wausau Ave reconstruction by the DOT take place at the same time. Since Brown St runs parallel to E Wausau Ave just 2 blocks to the north, Wesolowski wanted to avoid any chaos that could cause. So Brown St was moved to 2028, and N 9th Ave was moved to 2029. 2028, 17th Ave was added (Sherman St to the Railroad tracks). It will depend on approval for funding from LRIP (local road improvement). Wesoloski submitted it to

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the state, and he should find out in the next couple of months if we will receive those funds. Since it has been submitted for LRIP funding, it has to stay on the five-year plan. 2030, 17th Ave (Pardee St to Stewart Ave) is on the list. We were selected by the MPO for that funding, but we are waiting for the STP Urban agreement from the state. The DOT and the Federal Government would be paying for 70% of the project. For 2031, the streets listed are new with the reconstruction of the five-year plan this year. Proposed streets for 2031 are S 4th St (River Dr to Forest St), Pine Ridge Blvd (Weshill Dr to Plaza Dr), and N 9th Ave (Bridge St to W Strowbridge St). All the streets listed for 2031 are rated 2,3,4, and were selected based on their condition. N 9th Ave was also selected based off the condition of the underground utilities. There have been over 22 water main breaks in that area.
Motion by Alderperson Neal, seconded by Alderperson Larson, to approve Proposed 2027 Street Construction Projects and 5 Year Plan.
Yes 5, No 0, Abstained 0
MOTION PASSED.

c. Amended and Restated Parking Agreement with 11 Scott Street, LLC for 11 Scott Street (aka Riverside Place)

Fifrick, on 10/28/25, council approved a term sheet for the redevelopment of Riverside Place (also known as Waterside Place), as they have rebranded now as 11 Scott St LLC. The development agreement was approved by the Economic Development committee in January. Part of the proposal with the term sheet is the long-standing parking agreement tied to the property. Within that property, we are currently obligated to provide 480 parking stalls for the property, which runs through 2062. The agreement being brought forward would reduce reserved stalls to 150, and initiate lease payments. Currently, there are 480 that we have to provide them if they want to take out permits. They are not required to pay for any of them unless they are actually using them. So right now, there are zero being paid for. This would require that, over a 2-year period, we would phase in reserved permit parking stalls, 50 starting on 5/1/2026, and an additional 50 on 6/1/2027, and the final 50 on 8/1/2028. Very similar to what was done for parking at the Foundry on 3rd facility. Larson questioned what kind of discount we are giving off the normal parking fees. Fifrick stated that, similar to the Foundry, there is a 20% discount on the long-term agreement. Once the 150 stalls are all implemented, we will be generating $54,720 annually, if rates don't change. Which would go toward maintaining the ramp which is needed. Currently, with annual maintenance costs, we are losing money. We will still be losing money, but it is a move in the right direction. Larson is all for renting out the stalls, but he is tired of seeing the city giving away assets. Martens questioned parking indicated for monthly permits on level zero, by the entrance and exit on 1st St. Have those stalls always been monthly reserve stalls? He suggested keeping the lower level open because it could hinder library patrons when the library lot is full. Fifrick mentioned that part of the reason for wanting a lower level is that they will be bringing commercial development into the building as part of the redevelopment and want to have spaces for people that are easily accessible to the building to avoid using library parking. Martens asked if the 1st row south side permit spaces could be moved to the north. He thinks the impact would be slight for tenants on the waterside, but opening the south side, closest to the library, for patrons would be most advantageous. Fifrick verified that Martens was looking for the 12 or so permit stalls on the south side of level zero to be moved to the north side. Martens confirmed. Fifrick will take that back to 11 Scott Street LLC and talk with them about those changes. Without objection, Henke noted that it was amended to Martens' suggested change to the location of the 12 permit parking stalls.

Motion by Alderperson Neal, seconded by Alderperson Watson, to approve Amended and Restated Parking Agreement with 11 Scott Street, LLC for 11 Scott Street (aka Riverside Place). Motion Passed 4-1, with Alderperson Larson opposed.

d. Transportation Project Plat for Project 370-40-40, Grand Avenue Signal Replacements, Sturgeon Eddy Road and Townline Rd

Wesolowski stated that we got SISP (safety improvement funding) for this with 90% being paid by DOT and Federal funding, making it a 90/10 split. Reviewing with a consultant when designed, one of the safety impacts is that currently some of the traffic signals sit in the median, and some are on the sidewalk. With the redesign, the signal bases would be moved

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behind the sidewalk, not on the sidewalk. We do not have any right-a-way behind the sidewalk. So this plat would provide some small square areas to place the bases and signal poles in. This plat establishes areas where we will have a real estate negotiator go out to landowners and negotiate purchasing those permanent easements and some temporary easements for some grading. Martens asked if the upgraded signals would offer a pedestrian crosswalk on Towline Rd. Wesolowski confirmed that the upgraded sidewalks would include pedestrian crossings brought up to the latest ADA standards at Grand Ave and Townline Rd.

Motion by Alderperson Larson, seconded by Alderperson Watson, to approve Transportation Project Plat for Project 370-40-40, Grand Avenue Signal Replacements, Sturgeon Eddy Road and Townline Rd. Motion Passed 5-0.

4 Discussion.

Henke's term goes to April 21st. Our next meeting is scheduled for April 10th, which is after the election. Per standard practice, we will keep that April 10th meeting scheduled.

Larson has received complaints from constituents about Sherman St from 3rd to 8th. Can that overlay be finished? Can the funding be found to do that possibly this year? Sherman from 17th to 8th was overlaid 2–3 years ago, but it is really getting bad from 3rd to 8th. It is heavily traveled, so can we bring it forward for the next? Wesolowski took a note for that to be on the April Agenda.

5 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Larson, to approve Adjournment. Motion carried. Meeting adjourned at 06:06 PM.

The recording of this meeting may be viewed on YouTube [@CityofWausauMeetings]

DRAFT

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Joint Resolution from the Finance Committee and Airport Committee Approving Consent to Transfer Title to Buildings and Improvements and Waiver of First Right of Refusal to Purchase the Buildings and Improvements, Terminating Airport Ground Lease with Wynn O Jones and Approving Airport Ground Lease with Wynn O Jones – 939 Woods Place.

Committee Action: Finance Committee Approved 4-0; Airport Committee Approved 4-0

File Number: 04-0113 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [X]*	*NO [ ]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, on January 13, 2004, the Common Council approved an airport ground lease with Wynn O. Jones ("Lessee") which was executed on February 11, 2004; and

WHEREAS, Lessee assumed ownership of the buildings ("Hangar") and improvements constructed for the storage of aircraft and other aeronautical purposes at 939 Woods Place pursuant to such lease; and

WHEREAS, Lessee transferred his interest in the Hangar to Owen Jones on September 26, 2025; and

WHEREAS, a request was received from the Lessee seeking the City's consent to transfer title to buildings and improvements and waiver of its first right of refusal to purchase the buildings and improvements; and

WHEREAS, our Airport Committtee, at their March 11, 2026 meeting, discussed and recommended approving the consent to transfer title to buildings and improvements, waive the city's first right of refusal to purchase the buildings and improvements, terminate the airport ground lease with Wynn O. Jones and approve a new ground lease with Owen Jones at 939 Woods Place; and

WHEREAS, your Finance Committee, at their March 24, 2026 meeting, discussed and recommended approving the consent to transfer title to buildings and improvements, waive the city's first right of refusal to purchase the buildings and improvements, terminate the airport ground lease with Wynn O. Jones and approve a new ground lease with Owen Jones at 939 Woods Place.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves consenting to the transfer of title to buildings and improvements, waiving it's first right of refusal to purchase the buildings and improvements, terminating the Airport Ground Lease with Wynn O. Jones and entering into a new Airport Ground Lease with Owen Jones located at 939 Woods Place.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute the original of the attached Waiver of First Right of Refusal to Purchase the Building and Improvements at 939 Woods Place, Termination of Airport Ground Lease with Wynn O. Jones and Airport Ground Lease with Owen Jones for the property located at 939 Woods Place.

Approved:

_____

Doug Diny, Mayor

WAIVER OF FIRST RIGHT OF REFUSAL TO REPURCHASE BUILDINGS AND IMPROVEMENTS

The undersigned hereby waives its first right of refusal to purchase the buildings and improvements located at 939 Woods Place, Wausau, Marathon County, Wisconsin, as set forth in the attached Airport Ground Lease.

Wynn O. Jones has received an offer to purchase the buildings and improvements from Owen Jones, a summary of which offer has been provided to the City of Wausau and intends to transfer title to the buildings and improvements to Owen Jones or its assignee(s) (the "Transfer").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Wausau, Wisconsin, hereby waives any right to exercise its option to repurchase the buildings and improvements with respect to or as a result of this Transfer, and consents to the Transfer.

Dated this_____day of April, 2025.

CITY OF WAUSAU

By:_____
Doug Diny, Mayor

ATTEST:

By:_____
_____, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____day of April, 2026, Doug Diny, Mayor and _____ _____ Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
*_____

Notary Public, State of Wisconsin
My Commission expires _____.

TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this _____ day of _____, 2026, by and between Wynn O. Jones, Schofield, Wisconsin 54476 ("Tenant"), and the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("City"), is intended to terminate all rights and obligations of the Tenant and the City with respect to that certain Airport Ground Lease between Tenant and the City of Wausau dated February 11, 2004 (the "Lease").

WITNESSETH:

WHEREAS, the Tenant and City entered into an Airport Ground Lease ("Lease"), a copy of which is attached hereto as Exhibit 1, with respect to certain real property located at the Wausau Downtown Airport, in Wausau, Wisconsin, with the legal description of:

> Part of the Northeast ¼ of the Northeast ¼, Section 11, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:
>
> Commencing at the Northeast corner of said Section 11; thence N 89°39'20" W, along the North line of said Northeast ¼, 597 feet; thence S 0°10'30" W, 492.5 feet to the point of beginning;
>
> Thence continuing S 0°10'30" W, 80 feet; thence N 89°49'30" W, 58 feet; thence N 0°10'30" E, 80 feet; thence S 89°49'30" E, 58 feet to the point of beginning.

Said real property is also described in Exhibit A to such Airport Ground Lease ("Premises"); and

WHEREAS, the Tenant assumed ownership of the buildings and improvements constructed for the storage of aircraft and other aeronautical purposes pursuant to such Lease; and

WHEREAS, the Tenant now desires to transfer his interest in the Hangar and Premises to Owen R. Jones, 723 Country Club Road, Schofield WI 54476; and

WHEREAS, Owen R. Jones desires to enter into a separate Airport Ground Lease for the Premises with the City; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below in order to facilitate the transfer of the Hangar to and execution of a new Ground Lease with Owen R. Jones.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Tenant and City hereby agree that upon the execution of a Ground Lease by Owen R. Jones with the City of Wausau and approval of same by the City of

Wausau Common Council for the Premises for a twenty year term at twelve cents (12¢) per square foot (48' x 60') per year, with an annual adjustment to reflect the change in the Consumer Price Index from September 30 the previous year, the instant Lease between Tenant and City shall automatically terminate and be of no further effect. If, however, a Ground Lease between the City and Owen R. Jones is not executed and approved by the City of Wausau Common Council, the Tenant's interest in the Ground Lease in Exhibit A will continue according to its terms and the Tenant shall continue to be bound thereby.

2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively "Released Parties") from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.

4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered or caused an authorized representative to execute and deliver this Agreement as of the date first set forth above.

[SIGNATURE PAGE FOLLOWS]

TENANT: Wynn O. Jones

BY_____

NAME_____

ITS_____

CITY OF WAUSAU

_____ _____

Doug Diny, Mayor Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named Wynn O. Jones, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATION)

Personally came before me this _____ day of _____, 2026, the above-named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
407 Grant Street, Wausau WI 54403

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered in this 11th day of February, 2004, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Wynn O. Jones, 754 Alderson Street, Schofield, Wisconsin 54476, hereinafter referred to as "TENANT";

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport"; and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel described in "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises solely for aircraft storage and as a maintenance hangar including related office and lounge facilities, for storage of personal-use vehicles, and other uses consistent with and in furtherance of air transportation. TENANT shall comply with "storage" regulations which may be adopted, from time-to-time, by CITY.

Within sixty (60) days after the completion of the building, OWNER shall complete preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and Eighty feet (80') wide. OWNER shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (48' x 60') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. No lease payment shall be due for 2002, and the payment for 2003 shall reflect the months from the date of occupancy to the end of the year. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

6. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the

operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than $1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of

and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially

dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT'S option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT:

Wynn O. Jones
754 Alderson Street
Schofield, WI 54476

If to CITY:

City Clerk
407 Grant Street
Wausau, WI 54403

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of February, 2004.

CITY:

CITY OF WAUSAU

BY Linda Lawrence
Linda Lawrence, Mayor

BY Kelly Michaels-Saager
Kelly Michaels-Saager, Clerk

TENANT:

BY Wynn O. Jones
Wynn O. Jones

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 11th day of February, 2004, the above-named Linda Lawrence, Mayor, and Kelly Michaels-Saager, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Joan L Heaulke
Notary Public, Wisconsin
My commission: 6/12/05

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

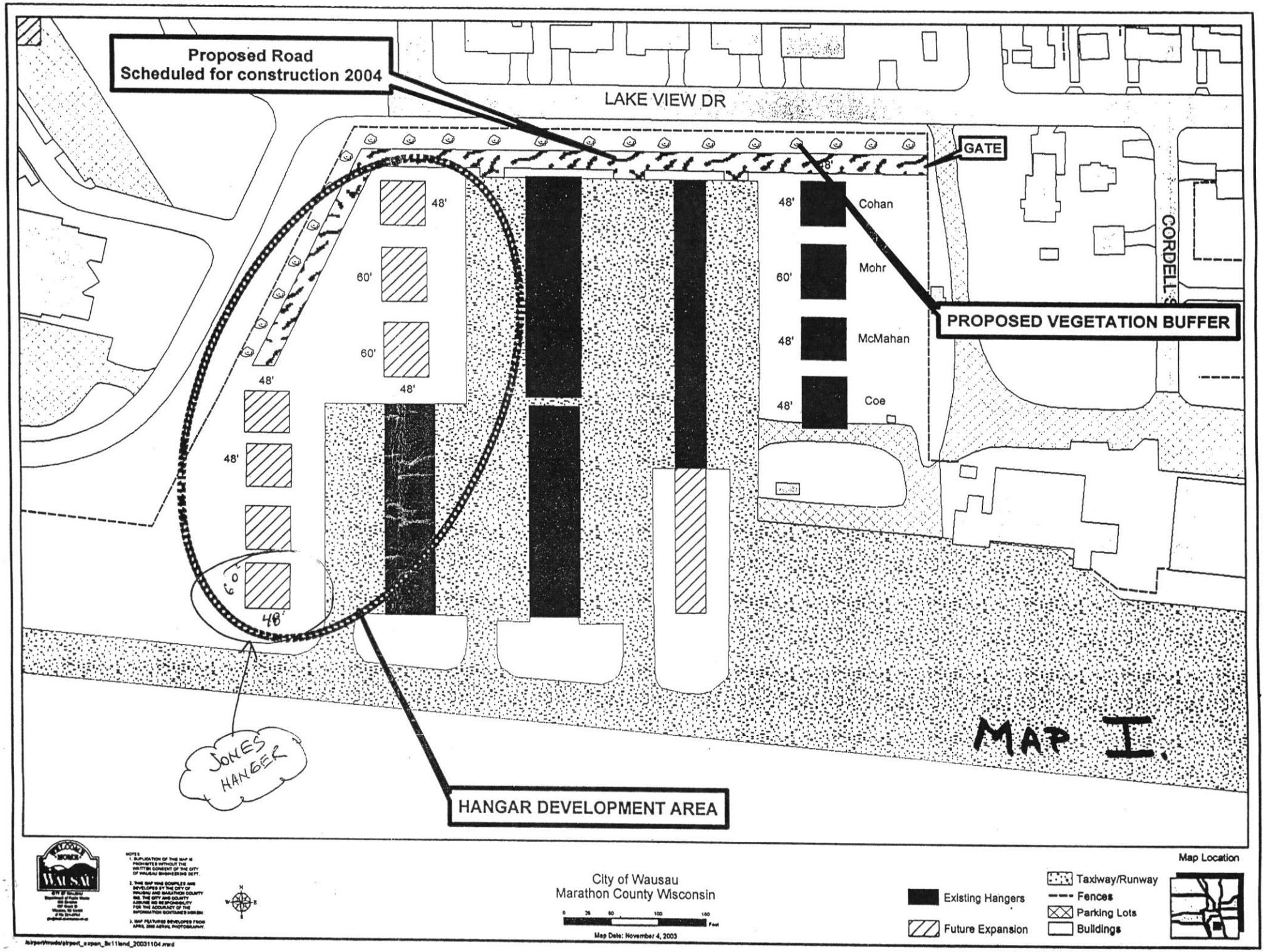
Personally came before me this 10TH day of February, 2004, the above-named Wynn O. Jones, to me known to be the person who executed the foregoing instrument and acknowledged the same.

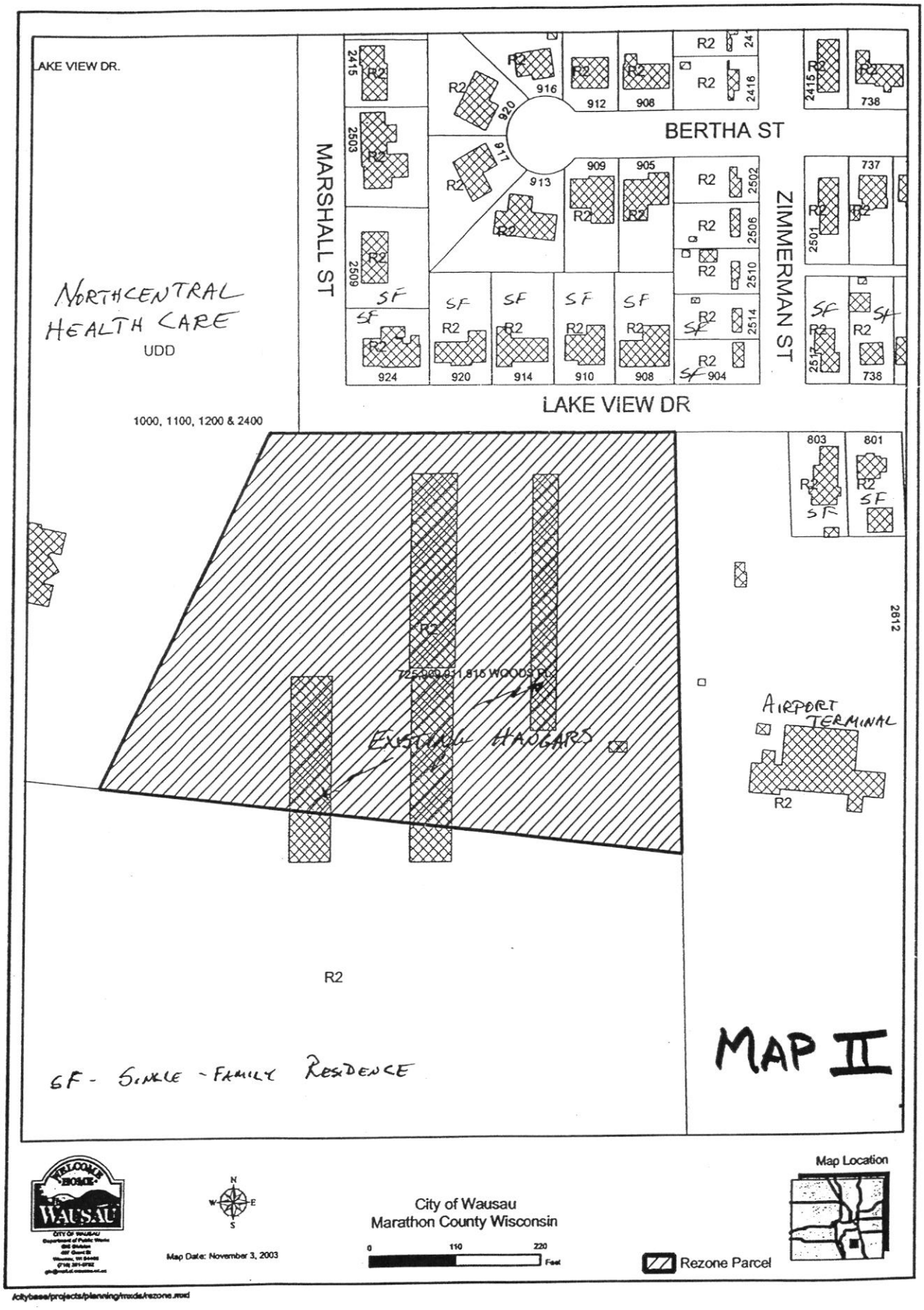
David H

Notary Public, Wisconsin
My commission: 7/23/06

This instrument was drafted by William P. Nagle, City Attorney for the City of Wausau.

EXHIBIT A-1


Proposed Road
Scheduled for construction 2004
LAKE VIEW DR
GATE
CORDELL
PROPOSED VEGETATION BUFFER
Cohan
Mohr
McMahan
Coe
48'
60'
HANGAR DEVELOPMENT AREA
JONES HANGER
MAP I.
City of Wausau
Marathon County Wisconsin
Map Date: November 4, 2003
Existing Hangers
Future Expansion
Taxiway/Runway
Fences
Parking Lots
Buildings
Map Location


LAKE VIEW DR.
MARSHALL ST
BERTHA ST
ZIMMERMAN ST
LAKE VIEW DR
NORTHCENTRAL HEALTH CARE
UDD
1000, 1100, 1200 & 2400
R2
SF
2415
2503
2509
924
920
916
914
912
910
908
909
905
913
911
2502
2506
2510
2514
904
2501
737
738
2517
803
801
2612
725-069-031-815 WOODS LLC
EXISTING HANGARS
AIRPORT TERMINAL
MAP II
SF - SINGLE - FAMILY RESIDENCE
City of Wausau
Marathon County Wisconsin
Map Date: November 3, 2003
0
110
220
Feet
Rezone Parcel
Map Location
N
W
E
S
/citybase/projects/planning/mxds/rezone.mxd

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2026 by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Owen R. Jones, 723 Country Club Road, Schofield, WI 54476, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport;" and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel described in "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 34.

Within sixty (60) days after the completion of the building, TENANT shall complete preparation of appropriate excavation and installation of base course (8" thick) in preparation for asphalt pavement extending from the building to the taxiway and 10' wider than each edge of the hangar. TENANT shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (48' x 60') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party

shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

6. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement

and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party, but may sublet the leased premises to a third party without CITY approval, provided that the leased premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than $1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

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19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

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24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the buildings, fixtures and other improvements pursuant to s. 70.17(3), Wis. Stats.

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely

using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Owen R. Jones
723 Country Club Road
Schofield WI 54476

If to CITY: City Clerk
407 Grant Street
Wausau, WI 54403

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

(i.) Storage of active aircraft;
(ii.) Final assembly of aircraft under construction;
(iii.) Non-commercial construction of amateur-built or kit-built aircraft;
(iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
(v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

(i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
(ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
(iii.) Impede access to aircraft or other aeronautical contents of the hangar;
(iv.) Are used for the conduct of a non-aeronautical business;
(v.) Are stored in violation of airport rules and regulations, building codes or local

ordinances.

C. Hangars shall not be used as a residence.

35. Sale of Hangar. In the event the Tenant sells its hangar, the Tenant shall provide to the City of Wausau's Assessment Department a copy of the bill of sale that identifies the date the hangar sold, the buyer's name, buyer's mailing address, and other pertinent contact information, along with the purchase price of the hangar.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2026.

[SIGNATURE PAGE FOLLOWS]

CITY:

CITY OF WAUSAU

BY_____
Doug Diny, Mayor

BY_____
Kaitlyn A. Bernarde, City Clerk

TENANT:

BY_____
Owen R. Jones

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2026, the above-named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2026, the above-named _____,
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission:_____

This instrument was drafted by
Anne L. Jacobson, City Attorney
407 Grant St., Wausau WI 54403

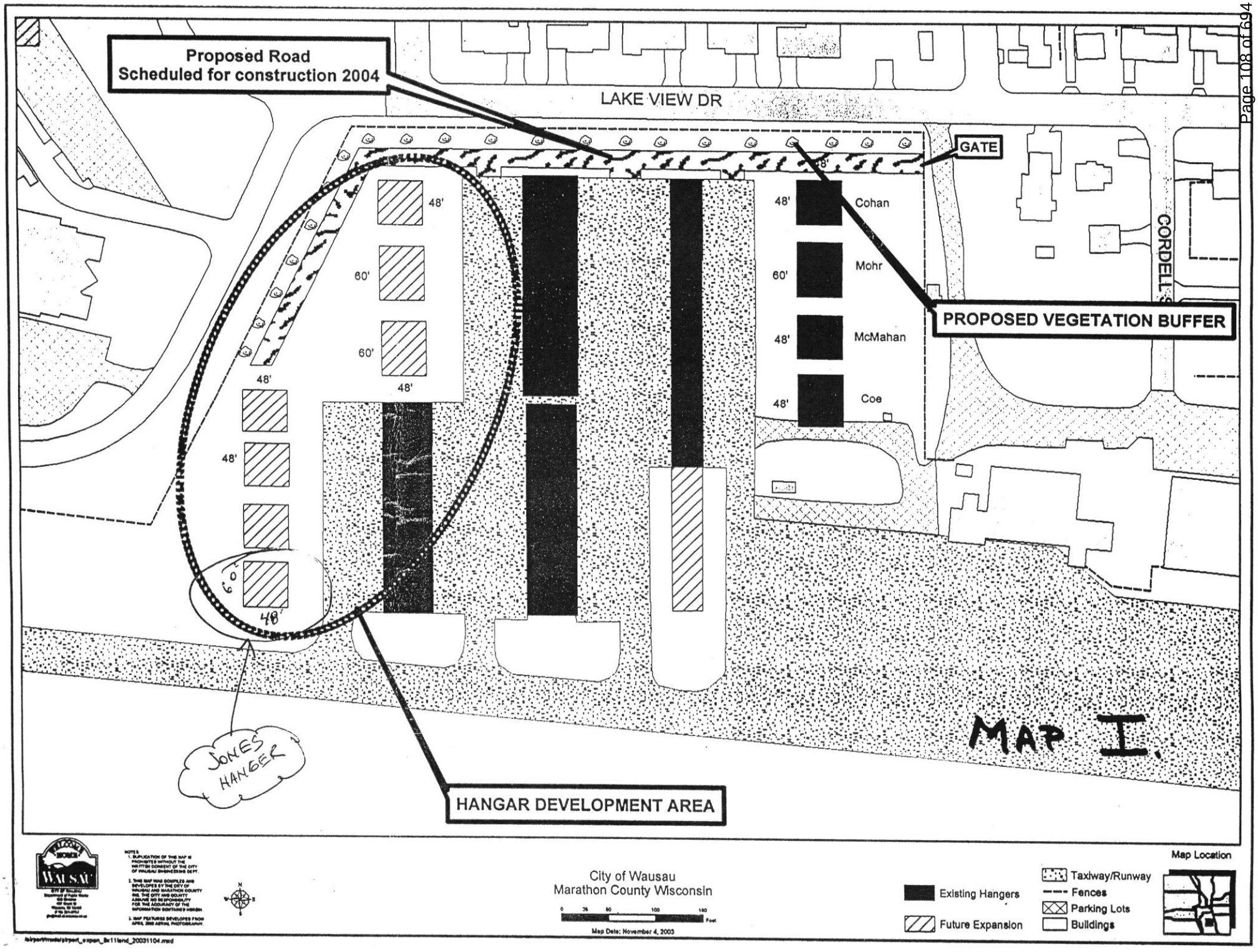
Part of the Northeast ¼ of the Northeast ¼, Section 11, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 11; thence N 89°39'20" W, along the North line of said Northeast ¼, 597 feet; thence S 0°10'30" W, 492.5 feet to the point of beginning;

Thence continuing S 0°10'30" W, 80 feet; thence N 89°49'30" W, 58 feet; thence N 0°10'30" E, 80 feet; thence S 89°49'30" E, 58 feet to the point of beginning.

939 Woods Place

EXHIBIT A-1


Proposed Road
Scheduled for construction 2004
LAKE VIEW DR
GATE
CORDELL
PROPOSED VEGETATION BUFFER
Cohan
Mohr
McMahan
Coe
48'
60'
JONES HANGER
HANGAR DEVELOPMENT AREA
MAP I.
City of Wausau
Marathon County Wisconsin
Map Date: November 4, 2003
Existing Hangers
Future Expansion
Taxiway/Runway
Fences
Parking Lots
Buildings
Map Location

Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON September 12, 2025 **[DATE] IS (AGENT OF BUYER)**
(~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

The Buyer, Jones Capital Ventures LLC,
offers to purchase the Property known as 939 Woods Place
_____
_____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-642, or attach as an addendum per line 668] in the City of Wausau, County of Marathon Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is One Hundred Forty-Five Thousand
_____ Dollars ($145,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: As Is
_____
_____
_____

All personal property included in purchase price will be transferred by bill of sale or _____

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-15) and the following: As Is
_____
_____
_____.

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before September 15, 2025. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on September 26, 2025
_____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ N/A accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ N/A will be mailed, or commercially, electronically or personally delivered within _____ days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have rescission rights per Wis. Stat. § 709.05.

"Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and bulges), basement or other walls.

b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells, fire safety, security or lighting.

c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving the Property or any Defect related to a joint well serving the Property.

d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously on the Property; LP tanks on the Property or any defects in such LP tanks.

g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the Property.

h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

i. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements.

j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

k. Proposed, planned or commenced construction of public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to correct building code violations.

m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or insect infestations.

q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions; restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.

t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.

u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.

w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or a comparable program.

y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

aa. Government investigation or private assessment/audit of environmental matters conducted.

bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.

cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a pending property reassessment, remodeling that may increase the property's assessed value, or pending special assessments.

dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or additions to the Property that were made during the owner's period of ownership without the required permits.

ff. Rented items located on the Property or items affixed to or closely associated with the Property.

gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of:_____

_____

_____ **[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) [STRIKE ONE] ("Buyer" if neither stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY] ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a N/A unless required by airport landlord survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____.

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days ("30" if left blank) after acceptance: [CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]

☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

_____

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.
All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.
■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within_____days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.
[ ] **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (Seller's) expense [STRIKE ONE] ("Buyer's" if neither is stricken), which discloses no Defects.
NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.
■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
■ RIGHT TO CURE: Seller (shall) (shall not) [STRIKE ONE] ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:
(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
(2) curing the Defects in a good and workmanlike manner; and
(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.
This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and:
(1) Seller does not have a right to cure; or
(2) Seller has a right to cure but:
(a) Seller delivers written notice that Seller will not cure; or
(b) Seller does not timely deliver the written notice of election to cure.
■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase|Site Assessment") may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.
CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an addendum per line 668.
INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

[ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an an inspection of _____

_____

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

[ ] **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written See Addendum A [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

[XXX] **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

[IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT] Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) See Addendum A - Seller Financing.

_____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

[N/A] **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and Prorations shall apply only to ground lease rent, taxes, or assessments related to leasehold improvements.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

☐ _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)**, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and Conveyance by Bill of Sale of improvements only. No deed, no real estate transfer fee.

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

~~equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).~~

~~■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.~~

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____

_____

_____ Insert additional terms, if any, at lines 625-642 or attach as an addendum per line 668.

[ ] **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than____ days ("7" if left blank) before closing, estoppel letters dated within ____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX ([ ]) are part of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

☐ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES

1.) Owen R Jones is a licensed Real Estate Broker in the State of Wisconsin and a principal in the buying entity.

2.)Seller is related party to buyer.

TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 650-665.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 652 or 653.

Name of Seller's recipient for delivery, if any: _____

Name of Buyer's recipient for delivery, if any: _____

654 [ ] (2) Fax: fax transmission of the document or written notice to the following number:
655 Seller: (_____) _____ Buyer: (_____) _____
656 [ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.
659 [ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
661 Address for Seller: _____
662 Address for Buyer: _____
663 [ ] (5) Email: electronically transmitting the document or written notice to the email address.
664 Email Address for Seller: _____
665 Email Address for Buyer: _____
666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
668 [XXX] **ADDENDA:** The attached Addendum A is/are made part of this Offer.
669 This Offer was drafted by [Licensee and Firm] Owen R Jones | Jones Real Estate Group

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
671 sent via email. Funds wired to a fraudulent account are often impossible to recover.

672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
674 communications are convincing and professional in appearance but are created to steal your
675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
676 source.

677 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
678 calling a verified number of the entity involved in the transfer of funds. Never use contact
679 information provided by any suspicious communication.

680 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
681 **verification of any wiring or money transfer instructions.**

682 Buyer Entity Name (if any): Jones Capital Ventures LLC

683 (x) DocuSigned by: _____ 09/12/2025
684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Owen R. Jones Date ▲

685 (x) _____
686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
687

688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): Wynn O Jones & Associates, Inc.

693 (x) DocuSigned by: Wynn O. Jones II 09/12/2025
694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Wynn O. Jones II Date ▲

695 (x) _____
696 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

697 This Offer was presented to Seller by [Licensee and Firm] Owen R Jones | Jones Real Estate Group
698 _____ on 09/12/2025 at _____ a.m./p.m.
699 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered in this 11th day of February, 2004, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Wynn O. Jones, 754 Alderson Street, Schofield, Wisconsin 54476, hereinafter referred to as "TENANT";

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport"; and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel described in "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises solely for aircraft storage and as a maintenance hangar including related office and lounge facilities, for storage of personal-use vehicles, and other uses consistent with and in furtherance of air transportation. TENANT shall comply with "storage" regulations which may be adopted, from time-to-time, by CITY.

Within sixty (60) days after the completion of the building, OWNER shall complete preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and Eighty feet (80') wide. OWNER shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (48' x 60') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. No lease payment shall be due for 2002, and the payment for 2003 shall reflect the months from the date of occupancy to the end of the year. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

6. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the

operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than $1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of

and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially

dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT'S option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT:

Wynn O. Jones
754 Alderson Street
Schofield, WI 54476

If to CITY:

City Clerk
407 Grant Street
Wausau, WI 54403

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of February, 2004.

CITY:

CITY OF WAUSAU

BY _____
Linda Lawrence, Mayor

BY _____
Kelly Michaels-Saager, Clerk

TENANT:

BY _____
Wynn O Jones

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 11th day of February, 2004, the above-named Linda Lawrence, Mayor, and Kelly Michaels-Saager, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Joann L Heaulk
Notary Public, Wisconsin
My commission: 6/12/05

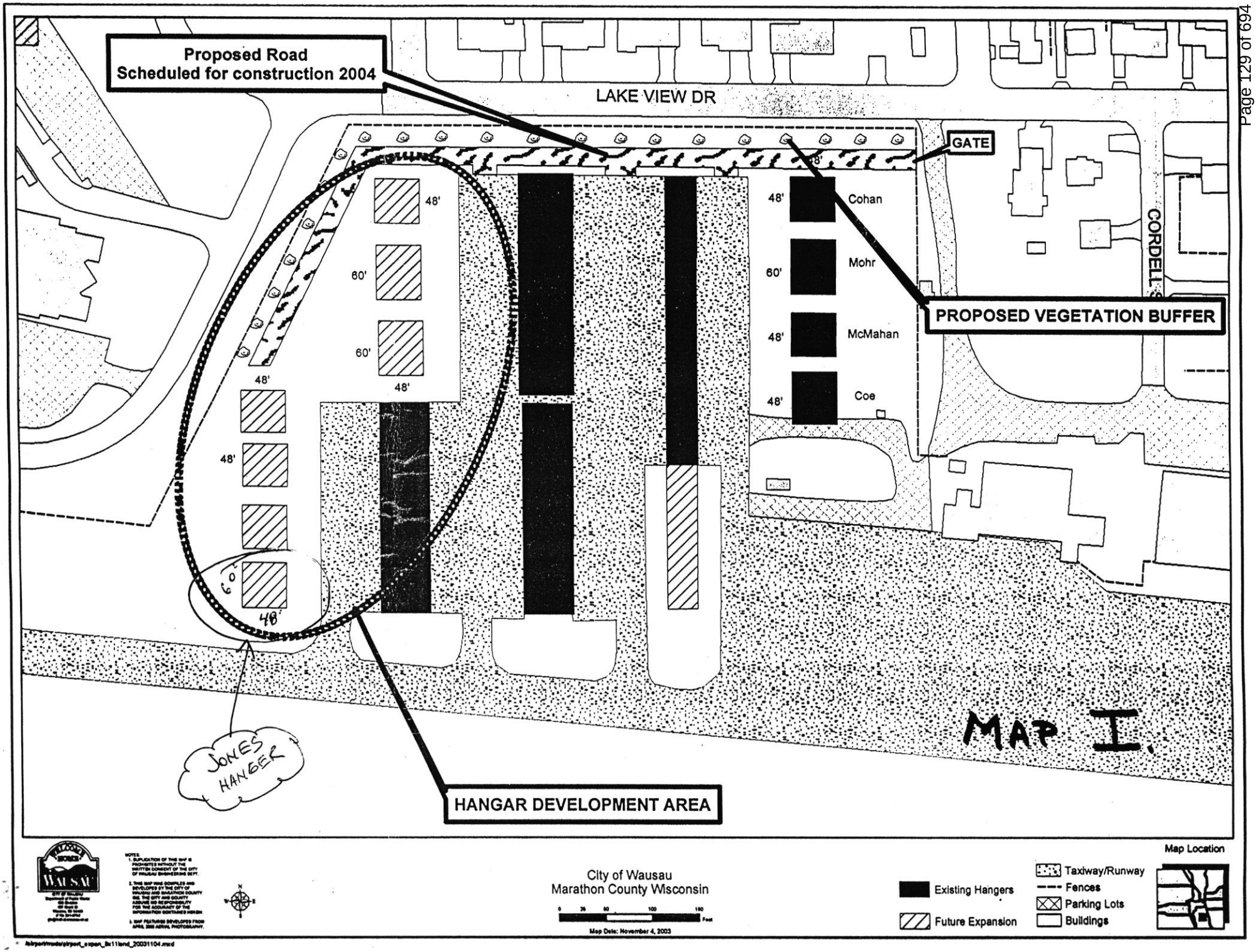
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

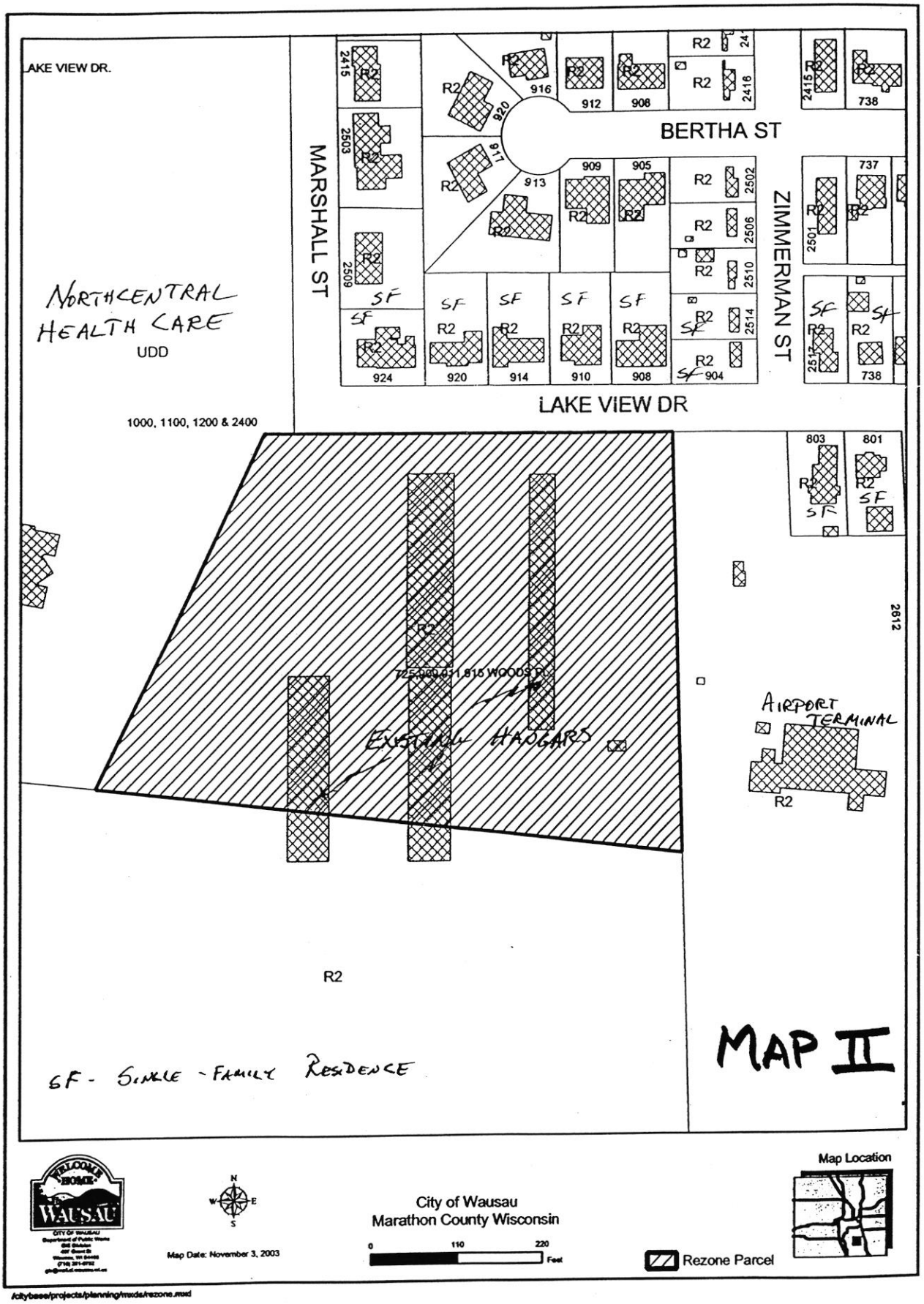
Personally came before me this 10th day of February, 2004, the above-named Wynn O. Jones, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: 7/23/06

This instrument was drafted by William P. Nagle, City Attorney for the City of Wausau.

EXHIBIT A-1


Proposed Road
Scheduled for construction 2004
LAKE VIEW DR
GATE
CORDELL
PROPOSED VEGETATION BUFFER
Cohan
Mohr
McMahan
Coe
48'
60'
HANGAR DEVELOPMENT AREA
JONES HANGER
MAP I.
City of Wausau
Marathon County Wisconsin
Map Date: November 4, 2003
Existing Hangers
Future Expansion
Taxiway/Runway
Fences
Parking Lots
Buildings
Map Location


LAKE VIEW DR.
MARSHALL ST
BERTHA ST
ZIMMERMAN ST
LAKE VIEW DR
NORTHCENTRAL HEALTH CARE
UDD
1000, 1100, 1200 & 2400
EXISTING HANGARS
AIRPORT TERMINAL
R2
SF
MAP II
SF - SINGLE - FAMILY RESIDENCE
City of Wausau
Marathon County Wisconsin
Map Date: November 3, 2003
Map Location
Rezone Parcel
I:\citybase\projects\planning\mxds\rezone.mxd

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Joint Resolution from the Finance Committee and Airport Committee Approving Airport Ground Lease with Cole Lundberg.

Committee Action: Finance Committee Approved 4-0; Airport Committee Approved 4-0

File Number: 26-0407 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [X]*	*NO [ ]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, your Airport Committee, at their January 14, 2026 meeting, recommended approval of construction of a 60’ x 60’ hangar in the Wausau Downtown Airport hangar development area by Cole Lundberg; and

WHEREAS, due to an increase in the size of the hangar that was previously approved, your Airport Committee, at their March 10, 2026 meeting, recommended approval of construction of a 95' x 70' hangar; and

WHEREAS, your Finance Committee, at their March 24, 2026, meeting, recommended approving a ground lease with Cole Lundberg, a copy of which lease is attached and incorporated herein by reference, and in general, provides for a twenty (20) year lease with the opportunity for renewal, a lease payment of 12¢ per square foot adjusted annually, and a payment to the City of real estate taxes as a building on leased land.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the original of the attached standard ground lease between the City of Wausau and Cole Lundberg, allowing for construction of the aforementioned 95' x 70' hangar.

Approved:

_____
Doug Diny, Mayor

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2026 by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Cole Lundberg, 4010 County Road E, Junction City, WI 54443, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport;" and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel described in "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 34.

Within sixty (60) days after the completion of the building, TENANT shall complete preparation of appropriate excavation and installation of base course (8" thick) in preparation for asphalt pavement extending from the building to the taxiway and 10' wider than each edge of the hangar. TENANT shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (95' x 70') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party

shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

6. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement

and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party, but may sublet the leased premises to a third party without CITY approval, provided that the leased premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than $1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the buildings, fixtures and other improvements pursuant to s. 70.17(3), Wis. Stats.

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely

using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Cole Lundberg
4010 County Road E
Junction City, WI 54443

If to CITY: City Clerk
407 Grant Street
Wausau, WI 54403

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

(i.) Storage of active aircraft;
(ii.) Final assembly of aircraft under construction;
(iii.) Non-commercial construction of amateur-built or kit-built aircraft;
(iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
(v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools
and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

(i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
(ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
(iii.) Impede access to aircraft or other aeronautical contents of the hangar;
(iv.) Are used for the conduct of a non-aeronautical business;
(v.) Are stored in violation of airport rules and regulations, building codes or local

ordinances.

C. Hangars shall not be used as a residence.

35. Sale of Hangar. In the event the Tenant sells its hangar, the Tenant shall provide to the City of Wausau's Assessment Department a copy of the bill of sale that identifies the date the hangar sold, the buyer's name, buyer's mailing address, and other pertinent contact information, along with the purchase price of the hangar.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2026.

[SIGNATURE PAGE FOLLOWS]

CITY:

CITY OF WAUSAU

BY_____
Doug Diny, Mayor

BY_____
_____, City Clerk

TENANT:

BY_____
Cole Lundberg

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2026, the above-named Doug Diny, Mayor, and _____, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2026, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission:_____

This instrument was drafted by Anne L. Jacobson,
City Attorney for the City of Wausau

Exhibit A

Part of Lot 3, Block 1, Lake Wausau Addition, being part of the Northwest ¼ of the Northwest ¼, Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 12; thence S 89°36'55" E, along the North line of said Northwest ¼, 1154 feet; thence S 0°01'40" E, 300.01 feet to the point of beginning;

Thence continuing S 0°01'40" E, 95 feet; thence N 89°58'20" E, 70 feet; thence N 0°01'40" W, 95 feet; thence S 89°58'20" W, 70 feet to the point of beginning.

618 Woods Place

90.00'
S89°58'20"W
N00°01'40"W
86.00'
N00°01'40"W
86.00'
90.00'
S89°58'20"W
N00°01'40"W
86.00'
N00°01'40"W
86.00'
88.00'
3
S89°58'20"W
70.00'
S00°01'40"E
95.00'
95.00'
N00°01'40"W
S89°58'20"W
82.00'
S00°01'40"E
80.00'
80.00'
N00°01'40"W
S89°58'20"W
70.00'

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Economic Development Committee Approving Sale of City Owned Property located at 921 S. 19th Avenue to Habitat for Humanity of Wausau.

Committee Action: Approved 5-0

File Number: 26-0408 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [X]*	*NO [ ]*	Seller responsible for closing costs	
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, On September 22, 2025, the City of Wausau received the property located at 921 S 19th Avenue through the foreclosure/sheriff's sale process.

WHEREAS, On October 6, 2025, an ad was placed in the Wausau Daily Herald and on the City's website advertising the in-fill lots the City had for sale.

WHEREAS, On March 18, 2026, Habitat for Humanity submitted an offer to purchase this lot for $1,000 of which the home will be built by a partnering high school, placed on the lot in the spring of 2027, and sold to a Habitat-approved new home buyer by that fall.

WHEREAS, a contingency to the offer is for a survey to be completed by the City prior to closing in March 2027.

WHEREAS, The Economic Development Committee recommends selling this property to Habitat for Humanity of Wausau for the amount of One Thousand Dollars ($1,000) with the City's assistance of the creation of a Certified Survey Map for the parcel prior to closing, which is scheduled to occur in March 2027.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the sale of 921 S 19th Avenue to Habitat for Humanity of Wausau and agrees to the City's creation of a Certified Survey Map prior to closing which is scheduled to occur in March 2027; and

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized and directed to execute the necessary real estate documents for the conveyance of 921 S 19th Avenue to Habitat for Humanity of Wausau, with their assurances to sell to an income qualified homebuyer.

Approved:

_____

Doug Diny, Mayor

Planning, Community and Economic Development

MEMO

TO: Economic Development Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: April 6, 2026

RE: 921 S 19th Avenue offer to purchase

On September 22, 2025, the City of Wausau received the property located at 921 S 19th Avenue through the foreclosure/sheriff's sale process. This property had a rehabilitation loan associated with it. The building had been previously razed due to a collapsing foundation and the owner unable to be reached.

On October 6, 2025, an ad was placed in the Wausau Daily Herald and on the City's website advertising the in-fill lots the City had for sale. This ad stated that we were accepting bids but holding them for 30 days to provide the opportunity for additional offers. After that, offers would be vetted one on one as they came in. That initial 30 days has expired. To date, staff have fielded calls regarding that property; however, no offers have come to light.

On March 18, 2026, staff received an offer from Habitat for Humanity (see attached offer). This offer is very similar to previous offers we received from them with the home to be built by a partnering high school, placed on the lot in spring of 2027 and then sold to an approved Habitat new homebuyer by that fall. Their request for a survey to be completed by the City and a closing date of March 2027, is consistent with their other offers.

Staff recommends the approval of this sale as Habitat has been an excellent partner in providing affordable homebuying opportunities to those who can't afford to purchase a home conventionally. This also meets the federal funding's contingency that the property be sold to an income-qualified homeowner.

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

Wausau City Hall
407 Grant Street
Wausau, WI 54403-4783

www.wausaudevelopment.com

P: 715.261.6680
F: 715.261-6808

PROPERTY DISPOSITION for REDEVELOPMENT APPLICATION

Applicants **must** contact the Development Department **prior** to submitting an application. Some properties may have income eligibility requirements or other conditions that should be discussed in advance. Failure to do so may delay or affect your application. Contact us at 715-261-6680 or wausaudevelopment@wausauwi.gov.

APPLICANT NAME: Habitat for Humanity of Wausau

PROPERTY ADDRESS: 921 S 19th Ave

APPLICANT TYPE: *Choose One* ☐ INDIVIDUAL ☑ ORGANIZATION EIN#: 39-1654855

APPLICANT ADDRESS: 1810 Schofield Ave Weston, WI 54476

PHONE NUMBER: 715-343-4212

EMAIL ADDRESS:

PROPOSED USE: *Choose One* ☑ RESIDENTIAL *(owner-occupied/rental/other)* ☐ COMMERCIAL

BRIEFLY, TELL US ABOUT YOUR PROPOSAL.

Please submit any materials that support your project (e.g., drawings, financing, contractor info, income details, etc.).

Habitat for Humanity proposed to build a single family residence on the site in corporation with an an area high school. Additional information attached

PROPOSED TIMELINE: See attached

PROPOSED OFFER: $1,000.00

Applicant Certification & Signature Acknowledgment

By signing below, I certify that all information in this application is true and complete to the best of my knowledge. I understand that false or misleading information may result in denial of assistance or other penalties.

I affirm that I am legally eligible to purchase property in the U.S. and not subject to any restrictions that would prevent this.

I may sign this application electronically or with a handwritten ("wet") signature. If signing electronically, I acknowledge that under the E-SIGN Act, a valid electronic signature holds the same legal weight as a handwritten one. A valid e-signature must be authenticated and show clear intent, such as submission through a secure system or identity-verified platform.

Applications **must include** a copy of the applicant's driver's license *(individual)* or Tax ID# *(organization)* to be considered complete.

APPLICANT SIGNATURE: Tiffany Arnold **DATE:** 3/18/26

Additional Application information for Offer:

Habitat for Humanity of Wausau desires to place a Home at **921 S 19th Ave** in Wausau. Habitat Wausau begins the planning for homes 18 to 24 months in advance of the family's taking occupancy. The home will be a minimum of a 2-bedroom 1 bathroom with a single car garage meeting the zoning restrictions for the site. The home would be similar in design to the homes Habitat recently partnered with the City of Wausau. Habitat will be partnering with an area High School trade class, to build this home. Construction for this will start in September 2026 at the Highschool. If this lot purchase is approved, Habitat Wausau will cover the expense to move the home and setting onto the foundation. Not only will this home provide housing for a low-income family living below the area median income, but it will also facilitate the further education of residential construction and trades in the community and increase the city and counties tax base. The occupant and sale of the home will comply with the Hud income guidelines.

Key dates for these home builds

- Family Selected: June 2026
- Home design approved: August 2026
- Off site construction starts: September 2026
- Closing on city lot: March 2027
- Site prep and foundation work begin: March/April 2027
- Home placement on site: May 2027
- Onsite construction and home completion May – September 2027
- Home occupancy: October 2027

Additional Conditions for offer on 921 S 19th Ave, Wausau WI

1. CSM at Sellers Expense to be delivered to Buyer by 10/1/2027.

2. Closing on March 01, 2027.

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Infrastructure & Facilities Committee Approving the Utility Easement with Beacon Resources LLC at 731 N 1st Street.

Committee Action: Approved 5-0

File Number: 26-0404 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [X]*	*NO [ ]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, the property located at 731 North 1st Street is proposed to be redeveloped with a multi-family residential building; and

WHEREAS, the proposed redevelopment has necessitated the relocation of storm sewer main and sanitary sewer main; and

WHEREAS, it is proposed to relocate both the storm sewer and sanitary sewer mains on the parcel located at 731 North 1st Street; and

WHEREAS, your Infrastructure and Facilities Committee, at its February 12, 2025 meeting, discussed and recommended approval of the easement for the relocation of utilities at 731 North 1st Street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached easement with Beacon Resources LLC and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

_____

Doug Diny, Mayor

Document No.

UTILITY EASEMENT AGREEMENT

Document Title

THIS UTILITY EASEMENT AGREEMENT ("Easement"), made this _____ day of _____, 2026, by and between BEACON RESOURCES LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee;

WHEREAS, Grantor is the owner of certain real property legally described as follows:

> Lot 1 of Certified Survey Map 20260 dated December 2, 2025 and recorded on January 8, 2026 with the Marathon County Register of Deeds as Document No. 1930197; being a part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

Recording Area

Name and Return Address
City of Wausau Engineering Dept.
407 Grant Street
Wausau WI 54403

PIN: 291-2907-253-0654

(hereafter referred to as the "Property");

WHEREAS, Grantee desires to obtain and Grantor is willing to grant a permanent utility easement to install, maintain, and access utilities over a certain portion of the Property identified on Exhibit A as the Easement Area, attached hereto and incorporated herein (the "Easement Area").

NOW, THEREFORE, in consideration of the sum of one and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt, value, and sufficiency of which is hereby acknowledged:

1. **Grant of Easement.** The Grantor grants to Grantee, its successors and assigns, a perpetual, a non-exclusive, sanitary sewer and storm sewer easement for the purposes herein on, under, and across the Easement Area.

2. **Use of Easement Premises.** The Easement may be used to construct, reconstruct, maintain, operate, repair, replace, supplement, inspect, and remove pipelines, mains, laterals, conveyance systems, catch basins, inlets, detention chambers, and vaults together with the necessary improvements, equipment, and appurtenances (collectively, the "Facilities") either above or under the surface area of the Easement Area, with the right of ingress and egress for the purpose of this grant, over the Easement Area.

3. **Grantor's Reservation.** Grantor hereby reserves unto itself the right to use the Easement Area; as provided, however, that any such use shall not unreasonably disturb or interfere with said activities or prevent reasonable use of the Easement Area by Grantee, for the purposes of the grant of the Easement herein.

4. **Restoration.** Grantee agrees that the surface of the soil, as may be disturbed for the purpose of the grant of the Easement herein, prior to the termination of this Easement and at the expense of the Grantee, will be placed in a condition substantially the same as existed immediately prior to such disturbance and that the affected portion of the Easement Area will be filled in conformance with all applicable laws, rules, and regulations.

5. **Indemnification.** Grantor and Grantee shall mutually indemnify and defend each other and their agents, customers, employees, guests, invitees, and successors in interest from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses, in connection with the loss of life, personal injury, or damage to property brough because of any injuries or damage received or sustained by any persons or property on account of or arising out of the use of the Easement Area by either parties' agents, customers, employees, guests, invitees, and successors in interest.

6. **Successors.** All of the terms, covenants, conditions, and obligations set forth in this Agreement shall inure to the benefit of and bind the Parties and their respective personal representatives, heirs, successors, transferees, and assigns, and shall run with the land in perpetuity.

7. **Notice**. All notices required by this Agreement shall be in writing and personally delivered or sent First Class Mail to the Grantor or Grantee's last known mailing address as identified on the most recent property tax bill. Either party may change its address for notice by providing written notice to the other party.

8. **Incorporation Of Recitals.** The Recitals are hereby incorporated into this Agreement as if they were specifically identified herein.

9. **Enforceability.** It is intended that this Agreement shall be construed as being an adequate and legally enforceable agreement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

10. **Amendments**. This Easement may not be modified or amended except by the recording of the appropriate document in the Office of the Register of Deeds of Marathon County, Wisconsin, which document must be executed by all the owners, mortgagees, if any, and other holders of recorded interests affected thereby, as of the date of such document, of each parcel.

11. **Governing Law.** This Agreement shall be construed in accordance with and

governed by the laws of the State of Wisconsin.

12. **Authority**. Each Party warrants and represents to each other that the execution of this Agreement by the Parties has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding, and legally enforceable obligation of itself.

13. **Time Period.** Time is of the essence in the performance of each Party's obligations hereunder.

14. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and may not be amended or changed except by a written document executed and acknowledged by all of the Parties or their respective personal representatives, heirs, successors, transferees, and assigns, and duly recorded in the office of the Register of Deeds of Oneida County, Wisconsin.

15. **Running Benefits and Burdens.** All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and shall inure to the heirs, successors, assigns, tenants, and personal representatives of the Grantor and Grantee.

16. **Waiver.** The failure of any party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the Parties thereafter to enforce each and every such provision.

17. **Severability**. If any portion of this Easement shall be deemed illegal, null, or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Easement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

18. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. The Parties agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Easement, whether by express grant, implication, or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

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

[SIGNATURE PAGE FOLLOWS]

CITY OF WAUSAU BY:

_____

Doug Diny, Mayor

_____

_____, City Clerk

BEACON RESOURCES LLC BY:

_____

_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2026, the above named Doug Diny, Mayor, and _____, City Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

_____

Notary Public, Wisconsin
My commission expires:_____

_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____, 2026, the above named _____
_____, of Beacon Resources LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

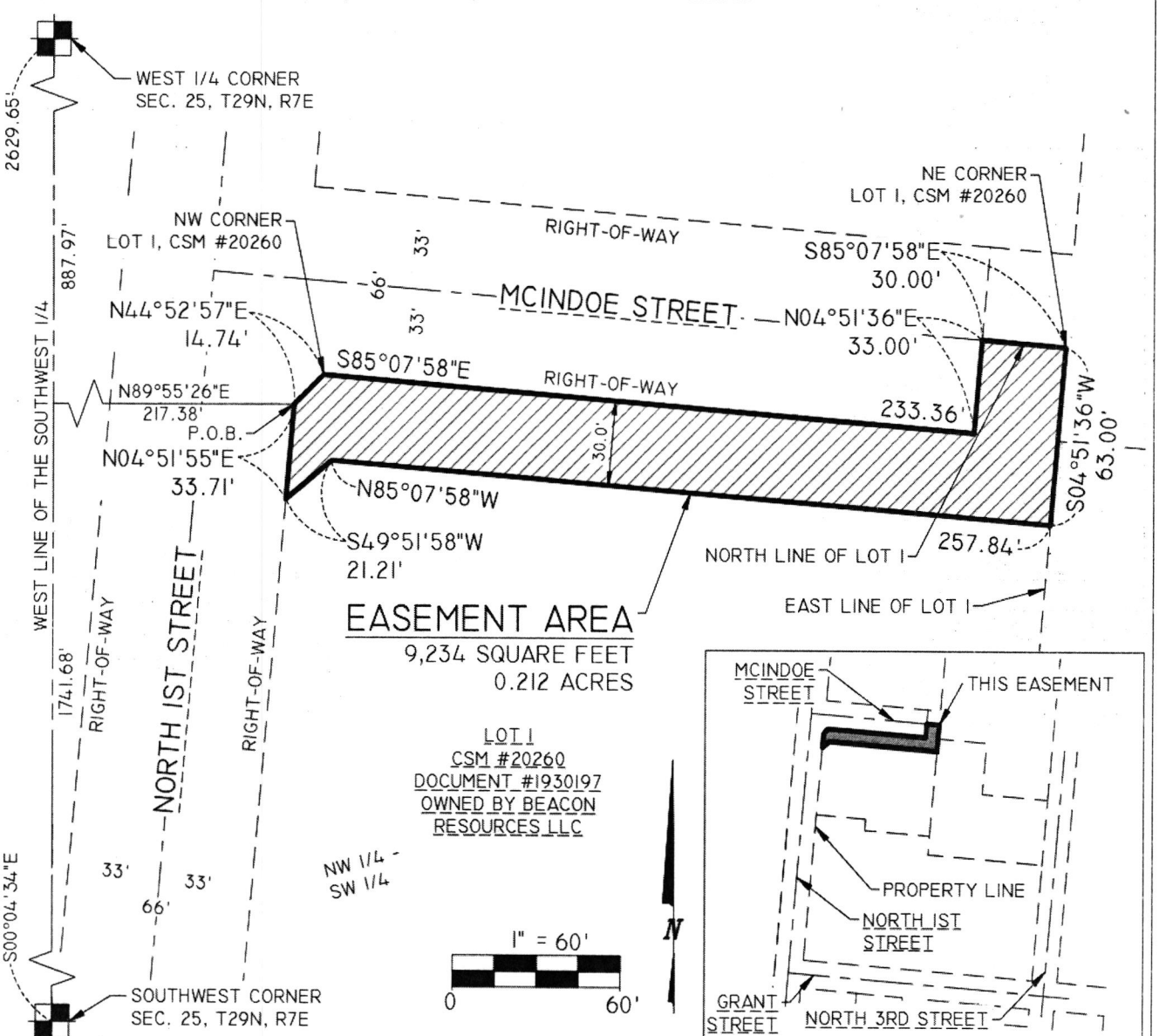
Notary Public, Wisconsin
My commission expires:_____

This instrument was drafted by
Vincent R. Bonino, Assistant City Attorney
for the City of Wausau
407 Grant Street
Wausau WI 54403-4783

EASEMENT EXHIBIT

REI
CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

AN EASEMENT BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 20260, RECORDED AS DOCUMENT NUMBER 1930197, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 25; THENCE SOUTH 00°04'34" EAST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 887.97 FEET; THENCE NORTH 89°55'26" EAST, 217.38 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET AND THE POINT OF BEGINNING; THENCE NORTH 44°52'57" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET, 14.74 FEET TO THE NORTHWEST CORNER OF SAID CERTIFIED SURVEY MAP NUMBER 20260 AND THE SOUTH RIGHT-OF-WAY OF MCINDOE STREET; THENCE SOUTH 85°07'58' EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY OF MCINDOE STREET, 233.36 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID MCINDOE STREET; THENCE NORTH 04°51'36" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF MCINDOE STREET, 33.00 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 85°07'58" EAST COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 04°51'36" WEST COINCIDENT WITH THE EAST LINE OF SAID LOT 1, 63.00 FEET; THENCE NORTH 85°07'58" WEST, 257.84 FEET; THENCE SOUTH 49°51'58" WEST, 21.21 FEET TO SAID EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET; THENCE NORTH 04°51'55" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET, 33.71 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINS 9,234 SQUARE FEET, OR 0.212 ACRES, MORE OR LESS.
SAID EASEMENT IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.



NOTES:
1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 00°04'34" EAST.

REI Engineering, INC.

BEACON RESOURCES LLC 731 N 1ST STREET CITY OF WAUSAU, WISCONSIN 54403	FIGURE 1 : EASEMENT EXHIBIT		
	PROJECT NO. 4681C	DRAWN BY: LEL	DATE: 1-15-2026

DRAWING FILE: P:\4600-4699\4681B - THIRD STREET HOLDINGS - 731 NORTH 1ST STREET - CITY OF WAUSAU - MARATHON COUNTY\SURVEY\DRAWING\SURVEY\4681C EASEMENT.DWG LAYOUT: EXHIBIT MAP-VERTICAL PLOTTED: JAN 15, 2026 - 4:51PM

EASEMENT EXHIBIT

REI
CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

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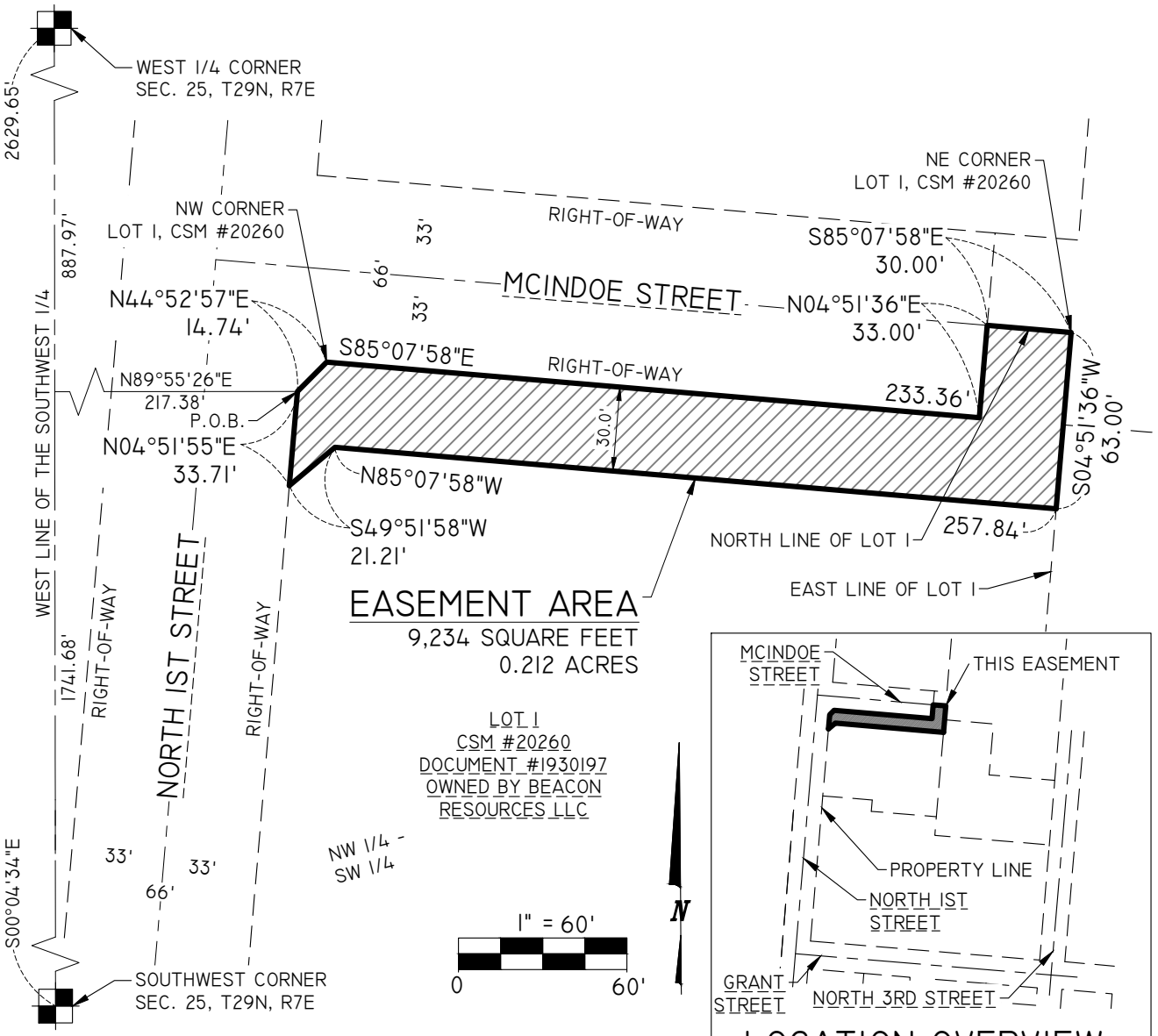

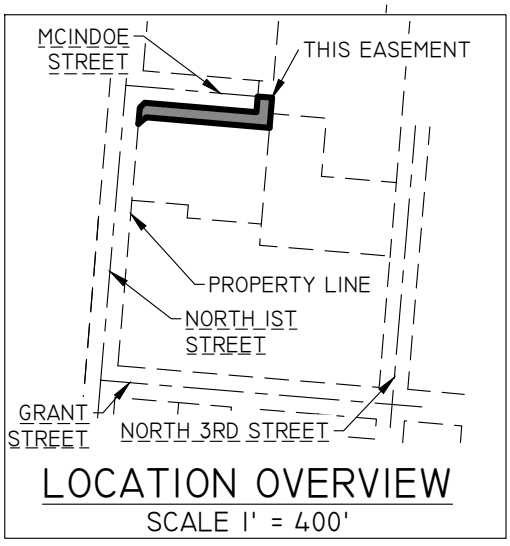

LOCATION OVERVIEW
SCALE 1" = 400'

NOTES:
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BEACON RESOURCES LLC 731 N 1ST STREET CITY OF WAUSAU, WISCONSIN 54403	FIGURE 1 : EASEMENT EXHIBIT		
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DRAWING FILE: P:\4600-4699\4681B - THIRD STREET HOLDINGS - 731 NORTH 1ST STREET - CITY OF WAUSAU - MARATHON COUNTY\SURVEY\DRAWING\SURVEY\4681C EASEMENT.DWG LAYOUT: EXHIBIT MAP-VERTICAL PLOTTED: JAN 15, 2026 - 4:51PM

OFFICIAL MINUTES
REGULAR MEETING

MEETING:	Infrastructure & Facilities Committee
DATE/TIME:	Thursday, February 12, 2026 at 5:15 PM
LOCATION:	Wausau City Hall — Council Chambers 407 Grant Street, Wausau WI, 54403

MEMBERS:

Chad Henke (C)	Lou Larson (VC)
Tom Neal	Sarah Watson
Michael Martens	

Members Present: Chad Henke, Lou Larson, Tom Neal, Michael Martens, Sarah Watson
Members Not Present:
Members Excused:
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:15 PM.

1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.

Chair Henke read the public comment statement.

Nicole Radtke, 1203 S 9th Ave, appeared due to parking issues by Holy Name Church. They have been parking illegally for years, blocking driveways, parking close to stop signs, among other issues. She has talked with the cops about this issue. They only issued tickets once. The Pastor agrees it is a problem and more things need to happen. She has even gone to the news. Her ultimate goal is to have no parking on one side of the street, so drivers can enter the intersection without worries of being T-boned or in an accident in general.

Michael Haroldson, 1812 Merrill Ave, appeared on behalf of 223 Myron Street, to let the committee know they are willing to sell.

2 Consideration of the minutes of the preceding meeting(s).

January 8, 2026 Regular Infrastructure and Facilities Minutes

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

3 Discussion and possible action.

a. State/Municipal Financial Agreement for Business 51 Stewart Ave to County Highway U

Wesolowski was contacted by the DOT. They have been given a rather generous budget for connecting highways. They are looking at doing a mill and overlay on Business 51, which would start north of Stewart Ave, take 1st Ave up past Bridge St and up to Merrill Ave. A good portion of that is concrete. They would do a diamond grind and then an overlay. 3rd Ave up to Merrill Ave, is asphalt, and would be milled and overlaid. The DOT is 100% responsible for the construction costs, the city is responsible for 25% of the engineering costs, which is estimated to be $47,360. The time frame for the project is 2029-2031. Staff is looking for the committee to approve the DOT to do the work, and for the city to commit the money for the design.

Motion by Alderperson Neal, seconded by Alderperson Larson, to Approve. Motion Passed 5-0.

b. Parking restrictions on the south side of Jackson St, west of 5th St and east of the overheac

walkway

Wesolowski stated this is a housekeeping item. On the north side of the ramp there is no parking posted, but it is not in ordnance. Staff would like to put it into ordnance so there is no parking on the south side of Jackson.

Motion by Alderperson Watson, seconded by Alderperson Neal, to Approve. Motion Passed 5-0.

c. 15-minute loading zone on the north side of Jackson St, west of the overhead walkway

Wesolowski stated this is similar to the previous item. It was approved in the plan as requested by the developer to have those spots as 15 minute loading zones. The picture in the packet shows that is the way it is currently marked. Staff would like it put into ordinance so that the police can enforce it.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

d. Considering purchasing the following properties adding additional land to the Department of Public Works Streets Division: 108 Adolph St, 112 Adolph St, 112 1/2 Adolph St and 233 Myron St.

Larson will not support this at this time due to a lack of permanent direction with the fleet facility right now. We are not going to buy up the neighborhood, or buy houses there, until we get a clear pathway of what to do with our fleet facility. Larson will not vote for spending any unnecessary taxpayer's money.

Neal asked if the properties were currently on the market. Lindman doesn't believe they are formally on the market, the property owners have approached us because they would like to sell. Neal asked if there were any issues with it being an arms-length sale not being offered to the public before we considered it. Lindman stated that there would be a conversation with the attorney's office. If this committee feels there is an advantage for public use, then the property owners would provide formal offers through the attorney's office. They would then go through the process of making sure everything is done in accordance with the rules, and the process would be just like any purchase of property. It would go to the finance committee for consideration of offers and negations, and ultimately, if the city wanted to accept the offers, it would go to the city council for final approval. In the past, with properties for sale around this area, the property owners would come to the city, the city would consider a purchase for the expansion of the facility and use by the Department of Public Works. Obviously, there are advantages for the city in the long term to having additional property there. This doesn't commit the city to anything, just says we are interested and would start the process for consideration. Neal asked if that process would include the city assessor giving values to the properties before they are on the market. Lindman stated that before anything went to the finance committee, all of that would be vetted through the attorney's and assessors' offices.
Henke said when he was approached with this before starting any of it, he thought it would be a good discussion. However, if the committee is not interested, then why even start that process? He thought we should at least discuss it and then take it from there.
Martens asked what the property on Myron is currently used for. Is it a commercial property? Lindman confirmed it is a commercial property whose current owners, Wausau Engine, approached the city stating they are willing sellers, and also spoke during open comment. Martens asked how many more properties we would need to acquire for the fleet facility on DPW property to happen. Lindman stated roughly 9-10, but this isn't really for that at this point, it's really for consideration to purchase more space to make improvements to the DPW area. Neal, regarding the commercial use property that was just mentioned, asked if there are any concerns about environmental issues. In past history, it has been a machine shop, there is always a potential there. The properties in consideration are in the flood plain, redevelopment isn't an easy process. They would have to be brought out of the flood plain. Soil investigations would need to be done, to see if there are any other liabilities and that would be part of the process. We would probably start with an updated phase one, then revisit that to see if we

should be doing any soil tests before it comes forward. Neal asked if this could be a dealbreaker if the property needed remediation. Lindman said no, but if it does, he doesn't think it would be expensive if we repurpose for facility use. You never know what we are going to find, but he doesn't feel that way.

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 4-1, with Alderperson Larson opposed.

e. Utility easement with Beacon Resources LLC at 731 N 1st St

Wesolowski said this easement is to reroute the storm and sanitary sewer utilities on the south side of McIndoe St, east of First St. This would allow for those utilities to be placed in that corridor without having to dig up McIndoe Street. The developer agreed to give us this easement to provide for those utilities. Wesolowski recommends approval.

Motion by Alderperson Neal, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

f. City of Wausau Bikeshare Expansion

Edmondson spoke regarding the City of Wausau bikeshare program which has been in existence since 2019. We do have 2 bikeshare stations and 9 bikes that we own. They are both located along the east side of the river edge parkway (one near WOW and one under the Bridge St Bridge). Location choices were to pilot the program and see if there was interest in using it. There has been interest since 2019, it has stagnated somewhat, possibly because the novelty of the couple of stations on the river edge parkway has worn off. As staff, one of the things we are looking at is, is there potential or opportunity to grow that program? We think there is. We brought it to the bicycle and pedestrian advisory committee, showing them some options that Tandem Mobility had given us for converting to a sponsorship model. This is a model used by a lot of other bikeshare programs in other cities. Sponsors get the opportunity to put their branding on the bikes or on the stations. The sponsors get marketing and advertising and the program gets funding from the sponsors, which provides a way to operate the program. Tandem Mobility put together a sponsorship slide deck that we customized to make it more city of Wausau specific. What we have been looking at on the staff level is how we would want to do the relocations. There is a map in the packet that shows the location of the two existing locations in blue and then some potential opportunities in yellow. We have looked at possibly near some of the newer developments downtown. A lot of the time, apartments like to provide other amenities for their residence. Another option may be to relocate one of the stations. They are a little redundant being located so close together, so maybe relocating one on the west side of the river edge parkway. One of the bike pedestrian committee members brought up Marathon Park as maybe a potentially good option. Finally, the stations on the river edge parkway are mainly used recreationally, but another way bikeshare can be relevant is as a transportation option for people that are dependent on transit, or are just looking for a more economical means of transportation. In talking with Ron at Metro Transit, the furthest west the bus currently goes is in front of Family Treasures (2720 Stewart Ave). Theoretically, if there was a sponsor in the business park, there could be an additional station in the business park to connect if someone is relying on bus transit, and see if there is a need. Basically, there is not a lot of risk to us. Tandem Mobility would be willing to shift things, so if we don't see good usership, we have the ability to have them shift things pretty readily. The bicycle and pedestrian advisory committee asked us to bring this request here to basically ask to be able to convert to that sponsorship model. We would be reaching out to sponsors asking if they would sponsor a station or maybe the whole program. If we got a huge sponsor, they would get their branding on the bikes. We are looking to upgrade to the sponsorship model.

Martens asked if expanding the bikeshare program would be dependent on a sponsorship. Edmondson: Yes. Initially, when the program began, it got some funding from the Community Foundation, which has since gone away. It was mostly to start up the program. The city has been paying. She believes the invoice was $11,250 last year, with a little bit of offset from rentals. They do anticipate that cost going up. There might be a little bit of cost share by the city initially, but the goal would be to shift to a complete sponsorship model. Either way,

Edmondson thinks relocating one of the stations would be a good idea just to create some ability to use them in different spots instead of basically one spot. The scaling would be dependent on the number of sponsors we get. Martens agreed that moving one of the bikeshare locations downtown, either by the Foundry building or the transit hub would definitely improve the utilization. Martens is not totally sold on expanding out to the west side with it. He would need to see something really compelling from other communities with bikeshare as a mode of essential transportation, and not recreationally transportation. Otherwise, Martens thinks the sponsorship model would be a good way to expand the program. Edmondson agrees with the non-recreational transport point. It's a long distance between the west metro stop and the business campus, and we don't have really robust infrastructure the whole way. There is good infrastructure when you get out there, but there are some gaps between the transit options. When we had the ribbon cutting for the 72nd Ave multi-use path there was an employer from Wausau Window and Wall who spoke saying they do have some employees that bike. Staff could possibly discuss it with potential sponsors out in the business park and see if they think there is a need, and if they are willing to sponsor to try it for a season.
Martens asked if the bike racks are used on the buses that go out towards 28th Ave? Edmondson didn't know, but works with Ron at Metro and if we did something like this, she would work with Ron to look at how much it is being utilized and if they are seeing a benefit. Martens mentioned If people are using their bikes for the last mile on the transit buses, then maybe there would be an opportunity there to provide bikes for people who may not have bikes or want the hassle of loading and unloading the bike off the bus.

Motion by Alderperson Larson, seconded by Alderperson Watson, to Approve. Motion Passed 5-0.

4 Discussion.

a. Parking restrictions on S 9th Ave by Holy Name church

Without objection, this item was taken up at this time out of order of the agenda.
Henke had a discussion with Radtke beforehand to let her know that the next steps would be to submit a petition with signatures and photographs. This is in Larson's district. He would be interested in whether Engineering would need to do any studies on safety. Is there a lack of enforcement, or do we need to put parking on one side of the street? He wants to be safe, but not discourage churchgoers.
Wesolowski said engineering would do a staff report on the width of the street and look at what travel width remains with 2 vehicles parked on the street. We will talk with the church as well and notify them if something comes forward so they have a chance to speak about it also. This is why Henke brought up the Petition. All the signatures will get notice, but then we will also do the mailing, so that everyone can have their say on it. Cars parked too close to driveways or intersections are an enforcement issue. If increased enforcement is needed, PD could add it to their list of priorities. Neal asked if we were potentially looking at just relocating the problem to other neighbors. He is not familiar with the lay of the land there, but thinks we need to look at it clearly enough to not just move the problem. Radtke stated she is open to options. People park illegally and don't obey the current signs, so she is not sure if they would obey the no parking signs. Officers have only issued tickets once. Enforcement needs to happen more because it's a problem when she can't utilize her driveway. Other neighbors have had emergencies and were unable to leave their driveways as well. Its a big problem. Larson mentioned that Radtke also shared with him the lack of parking patrol on the weekends, when it is needed most, during services. No parking patrol on the weekend needs to be addressed and looked at as well as we go forward. Radtke confirmed she was told parking patrol does not operate on Saturdays and Sundays, so officers need to come instead. In the past, when she had called, the officers arrived too late, because the service was over. Or they don't have their ticket books on them and must go back to the station and get the books, then return to issue the tickets, if cars are still there. She has talked with the PD and was told they acknowledge it is a problem, but that is as far as it has gone. The news station spoke with the pastor as well. He agrees it is a problem and that the congregation is not listening to him. Radtke feels that if parking was enforced in the area for a year, people would learn that they would be ticketed. She is also very concerned about safety and doesn't want someone to get injured. She has witnessed one T-Bone accident already. She doesn't want anyone to get seriously injured before something is done. Neal mentioned there is signage

around town in neighborhoods: no parking here to corner, no parking here to driveway, very clearly delineated. He believes in those neighborhoods it's because somebody came and said, Hey, we have a problem, and the city responded. What would the process be to add signs? If Radtke is not opposed to having a sign on her boulevard. Radtke stated she is fine with that, she would just like to be able to enter and exit her driveway. Blocked crosswalks are also a problem. There is a gentleman that uses a motorized wheelchair and can not even use the crosswalks because they are blocked. That's a safety concern, when residents can't use crosswalks to walk with pets or small children. Larson asked if a motion was OK. Henke reminded us that this is just under discussion right now. If we get a petition in, we can add it to the March Agenda. In the meantime, Larson suggests we look at how that might look. Martens asked if there are any parking restrictions on 9th Ave right now. Radtke noted that on the north side of Bopf, right in front of the church, there is a no parking here to corner sign, but that's it. Martens knows there is more expense involved with striping, but could that be an option, so people would know where they can or can't park. Lindman would like to try to resolve it without doing striping. Staff will look at the area and bring back recommendations. Henke noted that if a petition is submitted by the end of the month, this item would be considered at the March meeting.

b. Update on the railroad crossing gates on 17th Ave

Wesolowski, we petitioned to have the gates looked at on 17th Ave between Sherman and Stewart. According to Heather Graves, at the Office of the Commissioner of the Railroad (OCR), at this time, their investigation yielded no upgrades were warranted. That is due to the low speed of the trains, the low speed of the traffic and the fact that there have not been accidents there. They are going to keep it open for a while, but they don't anticipate anything changing. What would change would be a major accident, but we hope that doesn't happen. There are a lot more high-speed crossings that have concerns or accidents at them. The OCR is not closing the book on it, but they are not going to do anything at this time. Larson remembered the main reason we brought this up was the noise pollution, because they blow their horns at all hours of the day and night and don't respect the 7pm-7am quiet zone. Maybe it needs to be brought up to the train officials again that we have a noise ordinance that needs to be followed. Henke also recalled that the quiet zone times discussion was the original conversation intent. He has gotten fewer phone calls, but he still does hear a horn every once in a while right around 7am (recently around 6:30/6:45) Wesolowski has an upcoming meeting with the railroad about some other items, and will talk to the local roadmaster asking about their policy for horn usage. He acknowledges we do have a quiet zone, and the railroad may be required in certain instances to blow the horn, so he will have that discussion. Henke thinks it's a good continuing discussion to have with them just to stay on top of it.

c. Discussion on snow plowing policy

Lindman, Over the last couple of years we have had some alders with questions about areas with center boulevards. In particular, why we plow to the outside of the road versus the center? Residents have complained. In the past, the city did plow some areas to the center of boulevards versus the driveways, sidewalks and city corners. The updated policy came into place a few years ago. We plow to the outside because it is the most efficient way for us to wrap corners. Dustin Kreage, DPW Superintendent, spoke about various reasons we stopped plowing snow to the center. Most boulevards do not have storm drains in the center, so when the snow piles on center boulevards, all the run-off in the spring comes across the road and freezes/thaws and continues to create maintenance issues. We may have to bring graders out to pull up the ice, and use additional materials on the ice. Plowing to the center also takes more time due to having to go back and clean up the edges, corners, and wrap in the intersections. From an efficiency standpoint, that is really why we plow to the outside. We brought it forward for discussion and feedback because of those complaints to the committee. Neal is working on behalf of a couple of constituents living up on east hill. He was contacted a week ago about a plow depositing snow on the center median. They are concerned because, years ago, it used to be put on the median, but the policy was changed. One of the constituents was really perturbed by this because this center median has a sidewalk down the middle. The city's responsibility with regard to public sidewalks that are not in front of a residence, which this area would fall under, is for the city to keep the sidewalk clear. So he asked why they don't go ahead and clear the sidewalks all winter because it hasn't been done,

they are covered in snow and they remain that way. There is some history in the fact that we have used the median in this case. There is also potential for more push back from constituents about the sidewalk issue. This might be a special case. Neal doesn't know if this is replicated elsewhere in the city with the sidewalk issue. So he would be looking to potentially altering our policy and practice up on the hill. Lindman noted it's challenging and Neal is not the only alder that has brought this forward. His recommendation to the committee is that if the policy is going to change, it will stay consistent across the city. Understanding that if it's one block or two blocks, it's not a big deal, but there are lots of areas with center boulevards. Neal agrees it's not feasible on Thomas St with the center median being narrow. It would have to be in places in the city with enough width in the median. Maybe we should look at the city street map and redline where this could be a consistent practice. The sidewalk issue on East Hill is a unique situation, which is an inconsistency that may be a special thing. Neal noted that our policy says clean sidewalks. So are we going to do that instead? Lindman couldn't remember when cleaning the sidewalk up there stopped, possibly even before he started. If this committee wants to change how we do the plow to the center plus keep the sidewalk clear, we'll take that direction and implement it. Neal noted that the sidewalk is quite steep in the east hill area, and he felt maybe let's keep the sidewalk covered, but let's look at the potential for depositing the street snow there. If the snow is deposited into the center, in heavy snow years, that snow will obviously push onto that sidewalk, which it had in the past. Maybe to alleviate the melting issues, this could be one of our snow collection areas that gets taken down to the River Drive snow area. That area might actually have a storm sewer in the center of the street with the steepness. Kraege mentioned one of the major concerns with plowing toward the center median was that the plows were going against traffic, which adds a risk of accidents when you meet a car and the plow is going the wrong way. Plow operators are technically not authorized to break traffic laws, even in snow emergencies. Neal questioned if our equipment has blades that can be shifted to the opposite angle. Kraege noted that with the loaders, you can pivot the blades, you may create spill off, and it will take more passes in the street to get everything cleared. Neal wants to get back to the constituents at some point with something definitive because this will keep coming up. Lindman asked if this is the direction that the committee wants to go as a whole. We can definitely edit the policy and bring it back for a final decision. Henke thinks we can draft something in the policy and bring it forward and have a vote on it at the next meeting. Specifically in that area. Neal feels this is like the previous item where complaints from a neighborhood have led to addressing the issue. This is a case where the people who live there constitute a starting point, and it gets addressed. Henke suggested maybe even the option of shoveling that sidewalk, as an option. Kraege stated he can see the complaint and can look for options. He will come back with some ideas about what we could do there. Henke suggested possibly one agenda item with 2–3 options. Neal thought some might look at it as special treatment. There isn't another option, so with a citizen's complaint, let's look at it.

5 Adjournment.

Motion by Alderperson Watson, seconded by Alderperson Larson, to Adjourn. Motion carried. Meeting adjourned at 06:03 PM.

The recording of this meeting may be viewed on YouTube @CityofWausauMeetings

City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

Confirming Appointments of the Mayor of the City of Wausau to the Wausau Arts Commission and the Airport Committee.

File Number: 26-0402 **Date Introduced:** April 14, 2026

Wausau Arts Commission

Appointee:		Term:	Term Ending:
Shannon Pueschner	2nd Term	Reappointment	04/30/2029
Mara Mullen	2nd Term	Reappointment	04/30/2028

Airport Committee

Appointee:		Term:	Term Ending:
Tom Turner	1st Term	Replacing Ed Merchant	04/30/2029

Attest:

_____

Kody Hart, Acting City Clerk

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving Alleged Claim for Recovery of Unlawful Tax for Green Acres at Greenwood Hills, LLC - Outlot 1.

Committee Action: Failed 0-4

File Number: 26-0409 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [X]*	*NO [ ]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, on January 30, 2026, Green Acres at Greenwood Hills, LLC filed a claim for recovery of an unlawful tax pursuant to Section 74.35, Wisconsin Statutes for the private road at Green Acres (PIN 291.2808.052.0144), and on December 22, 2025, timely paid the tax in full on which the claim is filed; and

WHEREAS, pursuant to said claim, Green Acres at Greenwood Hills, LLC is requesting a refund of $8,487.50; and

WHEREAS, City staff has reviewed the claim and recommends that the claim be disallowed; and

WHEREAS, your Finance Committee, on March 24, 2026, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the claim of Green Acres at Greenwood Hills, LLC for $8,487.50, filed with the city clerk on January 30, 2026, for unlawful tax on the private road at Green Acres (PIN 291.2808.052.0144) is hereby approved.

Approved:

_____
Doug Diny, Mayor

Claim for Recovery of Unlawful Tax (74.35)

REAL ESTATE PARCEL 291-2808-052-0144
PRIVATE ROAD AT GREEN ACRES
GREEN ACRES AT GREENWOOD HILLS LLC

1. In December 2022, the Assessment Department was made aware of property that was not owned by the city through an internal staff meeting at which the terms of the original Agreement between the City of Wausau, Wausau Water Works, and Greenwood Hills Subdivision, made May 12, 2005, were reviewed. It was discovered that property was not conveyed to and accepted by the City of Wausau. Making the private roads on parcel (291-2808-052-0144) taxable and not legally owned by the city.

2. On January 18, 2023, a county lister created out lot parcel 291-2808-052-0144 for the private roads of Bent Stick Dr and part of Green Vistas Dr for the 2023 assessment roll.

3. On April 19, 2023, all Notice of Changed Assessments were mailed indicating an assessment for Green Acres at Greenwood Hills LLC. In addition, Omitted Change in Assessment Notices were mailed for the assessment years of 2021 and 2022.

4. On May 3, 2024, all Notice of Changed Assessments were mailed for the 2024 City wide revaluation indicating an assessment change for Green Acres at Greenwood Hills LLC as follows.

	2024 Assessment (052-0144)
Land	$378,600
Improvement	$90,900
Total	$ 469,500

5. On January 30, 2026, a 2025 Claim for Recovery of Unlawful Tax was filed with the City Clerk, Kaitlyn Bernarde. Requesting a refund of $8,487.50 in taxes paid under protest for only parcel 291-2808-052-0144, stating Green Acres does not own the property (roads) and is not responsible for paying property taxes, claiming the property is owned by the city.

6. The claim amount equals the total of the 2025 taxes levied on the parcels above and they were paid in full on 12/22/2025.

7. Wisconsin State Statute §70.10 – Assessments, when made and exemptions. The assessor shall assess all taxable property as of the close of January 1 of each year.

8. Wisconsin State Statute §70.109 - Presumption of Taxability declares, “Exemptions under this chapter shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption.”

Due to the current ongoing litigation between the parties under Marathon County Case No. 2024-CV-40. The assessor recommends the Claim for Recovery of Unlawful Tax to be disallowed, for failure to prove their claim that the property assessed is exempt from taxation or was legally conveyed to the City of Wausau or that the City of Wausau holds title.

Respectfully Submitted,

Richard L Rubow

Rick Rubow - City Assessor
City of Wausau

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Ruder Ware, L.L.S.C.
500 North First Street, Suite 8000
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Wausau, WI 54402-8050

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JAN 30 2026
William Kitt
CITY OF WAUSAU
CITY CLERK

January 30, 2026

VIA PERSONAL SERVICE

RECEIVED
JAN 30 2026
CITY ATTORNEY
WAUSAU, WI

City of Wausau
c/o Kaitlyn Bernarde, City Clerk
407 Grant Street
Wausau, WI 54403

Re: Claim of Unlawful Tax

Dear City of Wausau:

On behalf of my client, Green Acres at Greenwood Hills, LLC ("Green Acres"), this letter serves as a Claim of Unlawful Tax under Wis. Stat §§ 74.33 and 74.35.

This Claim relates to parcel no. 291-2808-052-0144 consisting of Green Vistas Drive and Bent Stick Drive ("Roads"). Green Acres paid the full 2025 taxes ($8,487.50) under protest, as shown by Exhibit A hereto. The grounds for this Claim arise from the issues being litigated in *Green Acres at Greenwood Hills, LLC v. City of Wausau*, Marathon County Case No. 2024-CV-40. In that case, Green Acres asserts that the Roads were properly dedicated to the City years ago and therefore cannot be taxed. Green Acres offered the Roads to the City in 2010, and the City accepted them, completing the dedication. In addition, the City worked and maintained the Roads for approximately 12 years (August 2010 to December 2022), establishing them as City roads according to Wis. Stat. § 82.31(2)(a). Because the Roads are dedicated City roads, they are exempt from taxation. Under Wis. Stat. § 74.11(c), please refund the amount paid.

Very truly yours,

RUDER WARE

Eric R. Johnson

Enclosures
cc w/ encl: Daniel Varline, Esq. (via email)
Green Acres (via email)

Green Acres at Greenwood Hills, LLC
1809 Green Vistas Drive
Wausau, Wisconsin, 54403
715-432-5258
jameswanserski@gmail.com

December 14, 2025

Emily Ley, Assistant Finance Director
City of Wausau
407 Grant Street
Wausau, WI 54403

Subject: Payment Under Protest-Parcel 291-2808-052-0144

Please find enclosed a check for $8,487.50 in payment for Parcel 291-2808-052-0144.

Please be advised that we are making this payment of $8,487.50 to the City under protest. We do not believe that we owe this amount, but we are making the payment to avoid any late fees or penalties.

This payment does not constitute an admission of liability or a waiver of any rights. We expressly reserve all of our legal rights to dispute the amount owed, including any rights arising from or related to that Notice of Circumstances Giving Rise to Claim and Notice of Claim dated August 8, 2023 from us to the City.

Please acknowledge receipt of this payment and confirm that it is being accepted under protest.

Sincerely,

James E. Wanserski
President and Managing Member

Cc: Eric Johnson via email @ ejohnson@ruderware.com

EXHIBIT A

REAL ESTATE

STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2025
CITY OF WAUSAU
MARATHON COUNTY

Bill No. 597101

IMPORTANT: Correspondence should refer to tax number
See reverse side for Important Information
Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

GREEN ACRES AT GREENWOOD HILLS LLC

VISTAS AT GREENWOOD HILLS SUBDIV - OUTLOT 1
2.4820 ACRES

291-2808-052-0144

GREEN ACRES AT GREENWOOD HILLS LLC
ATTN: JAMES E WANSERSKI
1809 GREEN VISTAS DR
WAUSAU 54403

Assessed Value Land	Ass'd. Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Net Assessed Value Rate (Does NOT reflect Credits)
378,600	90,900	469,500	95.28%	0.01819024
Est. Fair Mkt. Land	**Est. Fair Mkt. Improvements**	**Total Est. Fair Mkt.**	A Star in This Box Means Unpaid Prior Year Taxes	**School taxes reduced by school levy tax credit**
397,400	95,400	492,800		686.55

Taxing Jurisdiction	2024 Est. State Aids Allocated Tax District	2025 Est. State Aids Allocated Tax District	2024 Net Tax	2025 Net Tax	% Tax Change
MARATHON COUNTY	2,513,658	2,542,018	1,768.59	1,724.09	-2.5%
CITY OF WAUSAU	9,374,836	9,845,552	4,089.73	4,104.28	0.4%
DC EVEREST SCHOOL	3,321,536	3,153,575	2,485.72	2,205.66	-11.3%
NORTHCENTRAL TECH	3,735,065	3,611,347	517.07	506.29	-2.1%
Total	18,945,095	19,152,492	8,861.11	8,540.32	-3.6%
		First Dollar Credit	61.23	52.82	-13.7%
		Lottery & Gaming Credit	0.00	0.00	0.0%
		Net Property Tax	8,799.88	8,487.50	-3.5%

Make Check Payable To:

CITY OF WAUSAU
PO BOX 78510
MILWAUKEE WI 53278-8510

Full Payment Due On or Before January 31, 2026

$8,487.50

Or pay the following Installments

1/31/2026	2,829.50
4/30/2026	2,829.00
7/31/2026	2,829.00

Net Property Tax 8,487.50

FOR INFORMATIONAL PURPOSES ONLY - Voter-Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied To Property	Year Increase Ends
DC EVEREST SCHOOL	$441,424.16	1,002.00	2038

TOTAL DUE FOR FULL PAYMENT

JANUARY 31, 2026

$8,487.50

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.

GREEN ACRES AT GREENWOOD HILLS LLC
ATTN: JAMES E WANSERSKI
1809 GREEN VISTAS DR
WAUSAU 54403

EXHIBIT A

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Adopting 2026 Budget Modification to Transfer a Combined Total of $494,000 to the Recycling Fund, Airport Fund, and Parking Fund.

Committee Action: Approved 5-0

File Number: 25-1109C **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [ ]*	*NO [X]*		
	Included in Budget:	*YES [ ]*	*NO [X]*	*Budget Source: General Fund Surplus Funds*	
	One-time Costs:	*YES [X]*	*NO [ ]*	*Amount: $494,000*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [X]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [X]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [X]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [X]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, the 2025 General Fund preliminary financial results show a surplus of $1,033,501 and

WHEREAS, your Finance Committee considered and recommends a budget modification to transfer funds to the Recycling Fund for $234,000, the Airport Fund for $160,000, and the Parking Fund in the amount of $100,000 to cover accumulated shortfalls and strengthen their financial position; and

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

Approved:

_____
Doug Diny, Mayor

TO: The Finance Committee
FROM: Finance Director Maryanne Groat
DATE: March 19, 2026
RE: General Fund 2025 Preliminary Surplus and Related Budget Modification

The preliminary 2025 financial results for the City of Wausau General Fund indicate a projected surplus of $1,225,347, as reflected in the attached statement. This positive outcome is driven primarily by revenues exceeding budget by $2,230,343, supported by:

- Strong building permit activity
- Additional 2023 GEMT EMS revenues approved by the State of Wisconsin
- Higher-than-anticipated investment income

On the expenditure side, the General Fund expenses are over budget by $320,611. A major contributing factor is motor pool charges to user departments. The current financial report isolates the November and December Motor Pool charges to highlight that these charges will result in overspending within the major user departments—Public Works, Fire, and Police. As the Council is aware, levy limits have prevented the city from fully budgeting the true cost of Motor Pool services within these departments. The following chart shows the motor pool budget for each general fund department versus the actual costs.

Motor Pool Charges	Amended Budget	Actuals YTD	Nov and Dec Motor Pool Charges	Actuals 12/31/2025	Sum of Budget Remaining
Department of Public Works	2,759,700	2,749,371	492,177	3,241,548	(481,848)
Finance Department	3,500	302		302	3,198
Fire Department	816,000	1,072,893	270,152	1,343,045	(527,045)
Police Department	569,000	881,282	156,317	1,037,599	(468,599)
	4,148,200	4,703,848	918,646	5,622,494	(1,474,294)

Along with recording the November and December motor pool charges, another pending year-end entry is to record a transfer to the Motor Pool Fund. This summer, the Council approved the purchase of the new aerial fire truck, with the 2023 GEMT funds designated to cover the purchase shortfall. The corresponding transfer of $191,846 to the Motor Pool Fund still needs to be recorded.

I am also recommending a budget modification to transfer funds to the Recycling Fund, Airport Fund, and Parking Fund. The 2024 audit identified shortfalls in each of these funds, and addressing them now will strengthen their financial position as we head into 2026.

I am requesting that the Finance Committee authorize a budget modification to cover any department budget shortfalls and increase investment income by $320,611, along with the transfers to the Recycling, Parking, and Airport Funds.

After completing the recommended transfers, the General Fund will retain a remaining surplus of $539,501. A historical review of the General Fund reserves is shown in the following graph.

General fund Balance History

Total Fund Balance

2017 $11,903,441

2018 $12,887,683

2019 $13,631,075

2020 $14,673,037

2021 $15,683,920

2022 $14,551,780

2023 $16,142,196

2024 $17,237,836

Nonspendable:

Advances:

TID #8 $760,345

TID #9 $286,719

TID #12 $1,450,024

Inventory $442,102

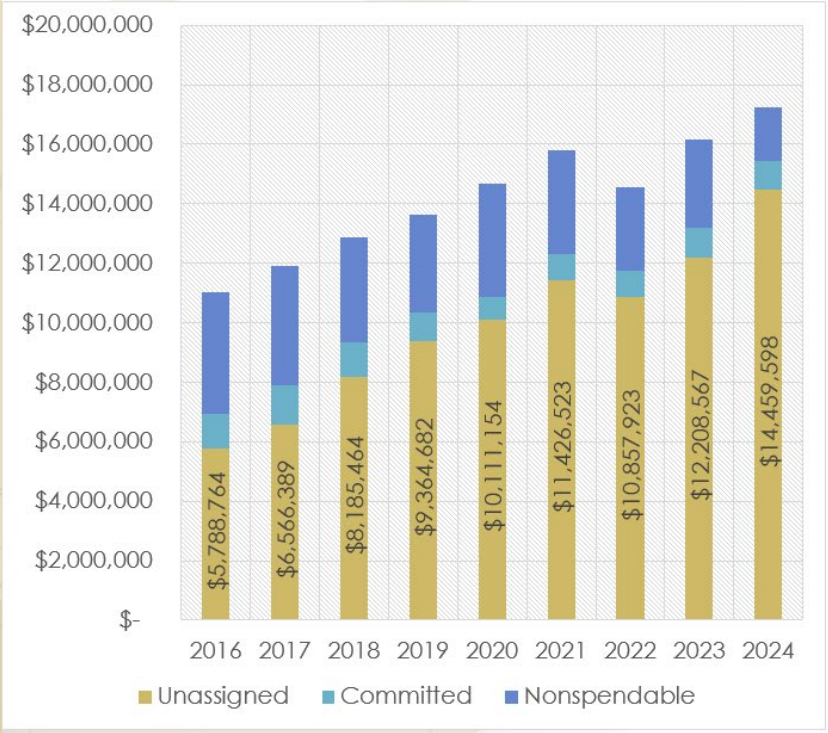
Committed:

Contingency $193,059

Comm Rehab Fund $500,000

Carryover Funding $301,380

Per Fund Balance Policy unassigned fund balance should be no less than 16.67% of expenditures or $6,728,250



General Fund Preliminary Financial Results

REVENUES	Amended Budget	Actuals YTD	Nov and Dec Motor Pool Charges	Actuals 12/31/2025	Sum of Budget Remaining
Assessment Department	(18,900)	(18,900)	-	(18,900)	-
City Attorney	-	(4)	-	(4)	4
City Council	-	-	-	-	-
Department of Public Works	(3,653,655)	(4,342,278)	-	(4,342,278)	688,623
Finance Department	(196,955)	(253,054)	-	(253,054)	56,099
Fire Department	(4,137,230)	(4,538,403)	-	(4,538,403)	401,173
Human Resources	-	(1,245)	-	(1,245)	1,245
Mayor	(2,000)	(1,317)	-	(1,317)	(683)
Municipal Court	(278,000)	(301,872)	-	(301,872)	23,872
Other General Government	(34,179,432)	(35,082,656)	-	(35,082,656)	903,224
Parks and Recreation	(350,300)	(391,563)	-	(391,563)	41,263
Police Department	(992,714)	(1,108,237)	-	(1,108,237)	115,523
Fund Transfer	(2,221,355)	(2,221,355)	-	(2,221,355)	-
Grand Total	**(46,030,541)**	**(48,260,884)**	**-**	**(48,260,884)**	**2,230,343**

EXPENSES	Amended Budget	Actuals YTD	Nov and Dec Motor Pool Charges	Actuals 12/31/2025	Sum of Budget Remaining
Assessment Department	756,088	745,925	-	745,925	10,163
CCITC	1,376,073	1,570,687	-	1,570,687	(194,614)
City Attorney	746,339	716,605	-	716,605	29,734
City Council	84,938	78,011	-	78,011	6,927
Department of Public Works	12,612,633	12,345,909	492,177	12,838,086	(225,453)
Finance Department	1,288,650	1,246,229	-	1,246,229	42,421
Fire Department	11,468,666	11,239,983	270,152	11,510,135	(41,469)
Human Resources	495,625	446,043	-	446,043	49,582
Mayor	393,937	312,013	-	312,013	81,924
Municipal Court	136,610	138,459	-	138,459	(1,849)
Other General Government	37,650	33,351	-	33,351	4,299
Parks and Recreation	3,550,520	3,263,485	-	3,263,485	287,035
Police Department	13,617,197	13,830,192	156,317	13,986,509	(369,312)
Fund Transfer	150,000	150,000	-	150,000	-
Grand Total	**46,714,926**	**46,116,891**	**918,646**	**47,035,537**	**(320,611)**

2025 Surplus	**1,225,347**
Transfer 2023 GEMT Revenues to Motor Pool	(191,846)
Transfer to Recycling Fund to Cover Shortfall	(234,000)
Transfer to Airport Fund to Cover Shortfall	(160,000)
Transfer to Parking Fund to Cover Shortfall	(100,000)
2025 Surplus After Transfers	**539,501**

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Adopting 2026 Budget Modification for the Carryover of Funds from 2025 to 2026.

Committee Action: Approved 5-0

File Number: 25-1109B **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [ ]*	*NO [X]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source: 2025 Budget*	
	One-time Costs:	*YES [X]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, the Finance Committee has received a request to carry forward certain 2025 budget appropriations for uncompleted projects and contractual obligations and non-lapsing committed fund balances as outlined in Exhibit A, thus modifying the 2026 budget, and

WHEREAS, your Finance Committee has reviewed and recommends the list of non-lapsing and committed funds as noted in Exhibit A

WHEREAS, the Finance Committee has reviewed the requests and recommends carry forward appropriations and the modification of the 2026 budget presented in Exhibit A, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2026 budget as presented.

Approved:

_____
Doug Diny, Mayor

Finance

DATE: April 14, 2026
TO: Finance Committee
SUBJECT: **25-1109B** Resolution from the Finance Committee Adopting 2026 Budget Modification for the Carryover of Funds from 2025 to 2026.

PURPOSE

This annual action will modify the 2026 budget by re-establishing unspent 2025 budgeted funds.

BACKGROUND

Project budgets are carried over on an annual basis.

RECOMMENDATION

Approve the carryovers as presented.

Project/Program	Amount	Column1	*Fund	*Cost Center	Spend Category
Wausau Software - Projects in Process	**$113,961.00**		400 Capital Projects Fund	51406 IT Capital Plan	58133 Software - Capital
2024-2025 CIP 13/31 Runway Reconstruction/Signage/LED upgrade	**$9,836.00**		400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
Airport Master Plan	**$20,000.00**		400 Capital Projects Fund	53512 Airport Capital Projects	58227 Airport Facilities
2025 Hangar Door Replacement Project	**$55,200.00**		400 Capital Projects Fund	53512 Airport Capital Projects	58227 Airport Facilities
2023 Airport Pavement Rehabilitation Project	**$37,500.00**		400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
2024-2025 CIP Taxiway/Apron Rehab Signage and LED Lighting	**$13,356.00**		400 Capital Projects Fund	53512 Airport Capital Projects	58243 Airport Runways, Taxiways and Aprons
2026 Parks Rolling Stock	**$17,280.00**		400 Capital Projects Fund	55206 City Parks Capital Outlay	58191 Other Capital Equipment-Rolling Stock
2025 City Hall Chimney Liner	**$130,000.00**		400 Capital Projects Fund	57141 Facilities Capital	58220 General Municipal Buildings
2025 Public Safety Roof	**$50,000.00**		400 Capital Projects Fund	57211 Police Capital	58221 Law Enforcement Buildings
2025 DPW Fence and Gate Replacement	**$35,000.00**		400 Capital Projects Fund	57337 City Highway Building Improvements Capital Outlay	58223 Highway Buildings
Jefferson Ramp Improvements	**$445,117.00**		403 Tax Increment District Three	53453 Parking Facilities Capital Projects	58245 Parking Ramps
Street Grid Project - Mall	**$240,000.00**		403 Tax Increment District Three	57331 Street Curb, Gutter Local Project	58230 Streets, Curb, Gutter Local
2025 Water Plant Demolition and Remediation	**$957,000.00**		403 Tax Increment District Three	56701 Economic Development	52194 Environmental Remediation Services
2025 Fulton Street	**$101,922.00**		403 Tax Increment District Three	57331 Street Curb, Gutter Local Project	58230 Streets, Curb, Gutter Local
2023 Washington Street Siphon Project	**$24,273.00**		408 Tax Increment District Eight	53628 Wastewater Capital Projects	58415 Wastewater Force Mains
2023 Washington Street Retaining Wall	**$318,291.00**		408 Tax Increment District Eight	57331 Street Curb, Gutter Local Project	58230 Streets, Curb, Gutter Local
Business Campus Trail E/W connector	**$60,709.00**		411 Tax Increment District Eleven	57344 Sidewalk Replacement Capital Project	52150 Architectural, Engineering and Planning Services
2025 Cherry Street and W Randolph St	**$233,966.00**		440 Capital Projects Fund - Bond Proceeds	57331 Street Curb, Gutter Local Project	58230 Streets, Curb, Gutter Local
DOT - Grand Avenue Intersections Engineering	**$3,433.00**		440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	58231 Streets/curb/gutter - state
DOT N 18th Street Asphalt Overlay	**$69,921.00**		440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	52904 DOT Project Services/Charges
DOT - Grand Avenue from Lakeview to Kent Street	**$42,690.58**		440 Capital Projects Fund - Bond Proceeds	57332 Wisconsin DOT Projects	58231 Streets/curb/gutter - state
CCITC_002 Video Upgrade Program	**$45,481.00**		451 Central Capital Purchasing Fund	51406 IT Capital Plan	58132 IT Equipment and Hardware - Capital
CCITC_004 Network Upgrade Program	**$59,601.00**		451 Central Capital Purchasing Fund	51406 IT Capital Plan	58132 IT Equipment and Hardware - Capital
CCITC_001 PC Replacement Program	**$1,093.00**		451 Central Capital Purchasing Fund	51406 IT Capital Plan	58132 IT Equipment and Hardware - Capital
Small Park Projects	**$14,658.00**		451 Central Capital Purchasing Fund	55206 City Parks Capital Outlay	52192 Other Professional Services
City Facility Projects	**$23,589.00**		451 Central Capital Purchasing Fund	57141 Facilities Capital	58220 General Municipal Buildings
Fire Projects	**$23,315.00**		451 Central Capital Purchasing Fund	57221 Fire Capital	58122 Equipment Fire
10 Transit Buses funded by VW Mitigation Program	**$6,415,000.00**		690 Transit Fund	53527 Metro Ride Capital Projects	58195 Motor Vehicles - Transit
Total	**$9,562,192.58**				

Grants Fund
HUD Mortgage Program Fund
DLAD Mortgage Program Fund
HCRI Fund
Economic Development Fund
Federal Rental Rehabilitation Fund
WRRP Rehabilitation Fund
Environmental Fund
Hazardous Materials Funds
Debt Service Fund
Home Program Income Fund
Home Rental Rehab Fund
Home Administration Fund
Neighborhood Stabilization Fund
WRRP Administration Fund
Capital Projects Fund

400 Capital Improvement Fund
451 Central Capital Purchasing
251 Room Tax Fund
252 Public Access Fund
253 Recycling Fund
215 ARPA Fund
650 Water Utility Fund
660 Sewer Utility Fund
690 WATS Fund
680 Parking Fund
670 Airport Fund
267 Animal Control Fund
770 Motor Pool Fund
771 Insurance Fund
773 Employee Benefits Fund
287 EMS Grant Fund

Housing Stock Improvement Fund
Tax Increment District Number Three Fund
Tax Increment District Number Seven Fund
Tax Increment District Number Eight Fund
Tax Increment District Number Nine Fund
Tax Increment District Number Ten Fund
Tax Increment District Number Eleven Fund
Tax Increment District Number Twelve Fund

277 400 Block Fund
801 Cemetery Trust Fund
290 Other Trust Fund

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Adopting 2026 Budget Modification for the Wausau Water Works for 2025 Lead Service Line Replacement Project to Cover Costs Not Funded by the WDNR Subsidized Loan.

Committee Action: Approved 5-0

File Number: 25-1109E **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral:*	*YES [ ]*	*NO [X]*	
	Included in Budget:	*YES [ ]*	*NO [X]*	*Budget Source: General Fund Surplus Funds and Water Utility Funds*
	One-time Costs:	*YES [X]*	*NO [ ]*	*Amount: $709,672*
	Recurring Costs:	*YES [ ]*	*NO [X]*	*Amount:*
SOURCE	*Fee Financed:*	*YES [X]*	*NO [ ]*	*Amount: Water Utility Fund $425,803*
	Grant Financed:	*YES [ ]*	*NO [X]*	*Amount:*
	Debt Finance:	*YES [ ]*	*NO [X]*	*Amount:* *Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [X]*	*Amount:*
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*		

RESOLUTION

WHEREAS, the city completed the 2025 lead service line project after receiving notification of loan and grant funding from the State of Wisconsin; and

WHEREAS, the City entered into a financial assistance agreement with the State of Wisconsin Safe Drinking Water Program on November 11, 2025; and

WHEREAS, during negotiations, state officials restricted the use of funds for non-construction related activities and identified certain costs as ineligible for the Safe Drinking Water Program, resulting in a funding shortfall of approximately $709,672; and

WHEREAS, city staff met with the WDNR in May 2025 and a determination was made that a maximum of 25% of the funding allocation made to city's would be eligible for non-construction related activities; and

WHEREAS, in August 2025 the WDNR issued a letter changing their May determination and established a maximum 25% of construction costs would be used for eligible non-construction related activities; and

WHEREAS, on September 9, 2025 the Common Council of the City of Wausau approved a resolution for distribution to the WDNR requesting the WDNR NOT restrict the non-construction funding eligibility to 25% construction costs as it would significantly reduce the amount public outreach and construction oversight needed to properly complete the work in the field; and

WHEREAS, on September 25, 2025 staff met with WDNR officials and legal counsel to discuss their determination of limiting non-construction related costs to 25% of construction costs and explained in detail how basing funding restrictions on construction costs is unfair to communities; and

WHEREAS, on September 30, 2025 WDNR responded stating their determination of restricting funding to 25% of construction costs will not change; and

WHEREAS, as a result of the WDNR changes in restrictions on funding for non-construction related activities for the LSL Replacement funding the City of Wausau is required to borrow the amount of funding the WDNR will not be providing with the subsidized loan; and

WHEREAS, the amount of project expenses not being funded by the subsidized loan is $709,672; $283,868.80 for the private side LSLR's and $425,803.2 for the public side LSLR's; and

WHEREAS, on October 2, 2025 the Director of Public Works & Utilities prepared a letter to the USEPA Assistant Administrator and copied state and federal legislators, requesting the USEPA not allow the WDNR to restrict their funding in this way as it unfairly distributes funding; and

WHEREAS, your Finance Committee recommends a budget modification to transfer $283,869 from the General Fund to the Capital Projects Fund to cover the private-side lead service line replacement shortfall with the Water Utility to cover the shortfall of $425,803.20.

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized and directed to modify the 2025 Budget as to Transfer $283,869 from the General Fund to the Capital Projects Fund to cover the private-side lead service line replacement shortfall with the Water Utility to cover the shortfall of $425,803.20.

Approved:

_____

Doug Diny, Mayor

Dept. of Public Works & Utilities

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

TO: Finance Committee & City Council

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

DATE: March 24, 2026

SUBJECT: WDNR LSL Funding Update – 2025 City Portion Budget Modification

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The 2025 LSL Replacement was successful, and a total of 1,532 LSL's were replaced. Estimated costs for the 2025 project were $15,625,644 and actual costs for the project were $14,959,156. Cost summary of the 2025 season:

Wausau EquiFlow Lead Free Program
2025 Year End Results

Total Year 2 Summary	Projected	Actual	Savings	%
LSL Replacement Cost Per Line	$ 9,102	$ 8,665	($ 437)	-4.8%
All-In Cost Per Line	$ 9,764	$ 9,259	($ 505)	-5.2%
Total Yearly Costs	**$ 14,959,156**	**$ 14,212,845**	**($ 746,311)**	**-5.0%**
WDNR Principal Forgiveness Grants	**$ 7,768,218**	**$ 8,547,384**	**$ 779,166**	**10.0%**
WDNR Loans (0.25%)	**$ 7,190,938**	**$ 5,665,461**	**($ 1,525,477)**	**-21.2%**

Of the $5,665,461 loan amount the city will need to borrow $709,672 and the WDNR subsidized loan will provide the remaining $4,955,789. The total project cost is less than the estimated amount, overall borrowing is less and principal forgiveness is more than expected.

I have included the previously approved resolution adopted by the city council requesting WDNR not unfairly restrict funds, and included a letter submitted to the USEPA, state and federal legislators requesting their assistance in this matter.

In May 2025 the WDNR stated they will be limiting non-construction funding to 25% of the total funding award to the municipality, based on this determination Wausau scoped out the 2025 project and began work. In late August 2025, 3-months later, the WDNR issued a letter to Wausau that changed the percentage amount to 25% of the construction amount of the project, significantly changing the amount of money the DNR would allow toward non-construction related activities. The scope of the city's project, with these new restrictions, had to be modified significantly to mitigate as much as possible knowing some of the loan amount will not be paid for by the subsidized loan. Unfortunately, the DNR did not notify us of this until late summer when a large portion of this type of work had already been ongoing.

As you may recall, the city council adopted a resolution (attached) requesting the WDNR to reconsider this decision as it would place additional burden on the residents of the city by not allowing this work to be fully funded through the USEPA subsidized loan funding allocated to the state. The WDNR responded and made no changes. Staff also reached out to state and federal legislators (attached) to get support for overturning this decision by the WDNR and no changes were ever made. This decision made by the WDNR created unfair funding distribution practices to municipalities as outlined in the attached letter to the USEPA and state/federal legislators.

In early 2025 the utility established the scope of the project based on the initial WDNR decision on the 25% cap on the funding allocation and moved ahead with the project in 2025. By the time we received the notice from the WDNR about their change in decision on the 25% cap of non-construction costs we were unable to reduce the scope of the project and outreach enough to meet the WDNR's restriction with the subsidized loan. Initially, the WDNR stated they would not cover $844,672, between August and November the non-construction related project scope was able to be reduced by about $135,000.

The continued changes in the WDNR funding allocation determinations have been more than frustrating and very unpredictable. The City of Wausau has been more than open and transparent with the WDNR about the project delivery model, making changes as requested to billing invoices, preparing and completing additional spreadsheets and forms for disbursement requests, etc. The changes by the WDNR limiting funds have been last minute and in this case even 5 months late into the construction season making it more than challenging to properly scope a project. I am currently not aware of any further changes by WDNR. In the past the WDNR has been much more of a partner in these situations, with this funding they have been much more of an obstructionist with limited communication with Wausau, it have been very disappointing.

Department of Public Works & Utilities
407 Grant St
Wausau, WI 54403
715-261-6740

Eric Lindman, P.E.
Director of Public Works and Utilities
eric.lindman@wausauwi.gov

October 2, 2025
Jessica Kramer, U.S. EPA Assistant Administrator
U.S. EPA Office of Water

Subject: WDNR LSL Funding Non-Construction Costs Determination

Wausau's Lead Service Line Replacement (LSLR) program should be recognized as the most successful LSLR program throughout the state of Wisconsin and arguably the United States, having replaced the most lines in Wisconsin per capita, by a long measure. By the end of 2025 Wausau will have replaced nearly 2,300 LSLs in 18 months with an all-in average cost of less than $9,000/LSL. Having never replaced more than 55 in a single year prior.
As other communities throughout the state struggle to meet their replacement goals, the Wisconsin Department of Natural Resources (WDNR) is sitting on excess funding throughout the first two years of BIL funding due to other municipalities underspending their funding allotments. As a result, the DNR has asked if Wausau can expand their scope for 2025 given the program's demonstrated success and ability to accelerate the removal of LSLs.

However, the WDNR has made an unfair and unequitable determination of how to distribute federal LSL funding. In August of this year, 6 months into construction season, WDNR arbitrarily set a limit on Non-Construction funds to 25% of the construction cost for that project. This decision put Wausau in a deficit of nearly $850,000. A simple example of why this is unreasonable, unfair and prejudicial towards small-to-mid-sized utilities is shown below with two municipalities replacing 1,000 LSL's in a year, but with different construction costs:

Description of Funding	City A (1,000 LSL Replaced)	City B (1,000 LSL Replaced)	Difference
Construction Costs	$9,000,000	$11,000,000	$2,000,000
DNR 25% Construction Cap for Non-Construction work	$2,250,000	$2,750,000	**$500,000**
Total Costs	$11,250,000	$13,750,000	$2,500,000

City A received favorable construction pricing which directly translates to more lines being replaced across the state because your all-in unit price is lower, yet they are punished for efficiency and fiscal responsibility in being awarded less non-construction funding to administer and oversee the project. The scope of the work for both cities is exactly the same, but City B receives $500,000 more funding for non-construction work. This is not fair, reasonable or equitable.

Non-Construction related costs are essential for this type of project to be properly administered given the critical nature of proper public outreach and engagement with residents and property owners. This arbitrary decision to restrict funding incentivizes increased construction costs and penalizes municipalities who proactively drive towards lower construction costs and run their program efficiently. Additionally, it favors those that have access to significantly more resources and can self-perform many of these requisite tasks.

As referenced above, another issue with this structure is that it penalizes a community-centric approach to outreach and engagement. Wausau uses a trusted, local nonprofit organization to lead community outreach efforts, which is categorized as non-construction by WDNR. However, Milwaukee uses a less community-centered approach by imposing that function on its construction contractor. WDNR considers this structure to be construction dollars, despite performing the same service, with significantly less results. In short, this arbitrary decision rewards and incentivizes municipalities and utilities to take an approach to outreach and engagement that has been proven to be least effective across the country.

Further, WDNR fails to look at total "all-in" costs per line. Wausau's all-in cost per line between 2024 and 2025 is less than $9,000. However, DNR is funding Milwaukee's program which has a cost of approximately $11,000 per LSL and South Milwaukee which has a cost of approximately $11,500 per LSL per their own self-reported data. WDNR also fails to look at the volume and overall scope/results of each program. The WDNR presented data comparing Wausau to Milwaukee, which is 14x the size of Wausau with significantly more internal resources (350+ Water Works staff to Wausau's 19) and to the City of Spooner which was replacing just 30 LSLs, a scale easily handled internally.

Finally, WDNR's admission that they settled on the arbitrary number of 25% of construction costs because Milwaukee asked for 22% illustrates the folly of the entire premise. Milwaukee and Wausau are in no way comparable, nor should they be for reasons that are obvious to all. The inconsistency is even further on display when you consider WDNR's data set showed other Wisconsin communities with more than double this arbitrary cap for 2024, including Spooner and New London at 51% and 58%, respectively. It is also important to note that the funding in question is loan funding that will be repaid with interest in its entirety by Wausau. This is not grant funding or principal forgiveness that is being taken away from other communities.

Wausau requests the 25% non-construction funding cap be revised to ensure equitable, fair and reasonable funding allocations are available to all municipalities in Wisconsin. The overall goals of this funding is to replace LSL's efficiently and economically while ensuring adequate public outreach and engagement within a community. Wausau's funding allocations should not be reduced for having an efficient and economic LSLR Program.

Eric Lindman, PE
Director of Public Works & Utilities

Attachments: Wausau City Council Resolution; WDNR LSL Funding Distribution Determination

Cc: Tony Evers, Governor – WI
Jenni Dye, Policy Director – WI
Karen Hyun, PhD, Secretary - WDNR
Stephen Little, WDNR Deputy Secretary
Tom Tiffany, US Congressman – WI-07
Tammy Baldwin, US Senator
Cory Tomczyk, State Senator – WI-29
Pat Snyder, Representative – WI Assembly 85th
Vanessa Wishart, Stafford Law - MEG Steering Committee
Lawrie Kobza, Boardman Clark – SDW Regulatory Affairs

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

RESOLUTION OF THE COMMON COUNCIL

Expressing Support for the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program for Lead Service Line Replacements to Allow the Professional Services Costs to Be up to 25% of the Total Amount Awarded to the City of Wausau.

Committee Action: None

Fiscal Impact 2025 LSL Professional Services

File Number:	25-0911	**Date Introduced:**	September 9, 2025

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

RESOLUTION

WHEREAS, on May 27, 2025, Community Infrastructure Partners and the Director of Public Works & Utilities met in Madison with representatives from the Governor's office and WDNR (Department) staff responsible for administering the Safe Drinking Water Loan Program ("SDWLP"); and

WHEREAS, this meeting was conducted to clarify the WDNR rules and their proposed funding limitations for certain work being completed under the Lead Service Line Replacement ("LSLR") Program; and

WHEREAS, it was agreed at the meeting that funding for professional services under the LSLR program would be up to 25% of the total amount awarded to the City of Wausau; and

WHEREAS, a letter from the Department dated August 15, 2025 (attached) stated the Professional Services costs for the LSLR Program will be limited to 25% of the Construction Costs, not the amount awarded to the City of Wausau as was previously agreed by all parties; and

WHEREAS, the limitation of Professional Services to only 25% of the Construction Costs significantly reduces the amount of public outreach and construction oversight that is needed to adequately perform and complete this work and engage the public; and

WHEREAS, the City Council requested the LSLR Project have broad public outreach to include heavy public engagement through written correspondence as well as in person meetings and in person outreach throughout the City; and

WHEREAS, City staff has been in constant communication with the Department related to ongoing rules and changes to rules while completing LSLR throughout the City.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby fully support the need for LSLR Professional Services funding NOT be restricted to 25% of Construction Costs, but rather, to 25% of the total amount awarded to the city of Wausau in order to properly and adequately communicate with the public, manage the overall LSLR project and oversee the work to ensure proper construction.

BE IT FURTHER RESOLVED, that the City of Wausau Clerk be directed to forward a copy of this resolution to the Wisconsin Department of Natural Resources Secretary.

Approved:

Doug Diny, Mayor

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

September 30, 2025

Eric Lindman, DPW
City of Wausau
407 Grant Street
Wausau, WI 54403

Subject: Wausau Lead Service Line Replacements – 2025 Loan

Dear Eric:

Thank you for meeting with DNR representatives on September 25th. This letter confirms that for the 2025 loan, the Safe Drinking Water Loan Program (SDWLP) will fund Wausau's eligible construction activities and will fund its professional service costs at 25% of construction costs. This was indicated in DNR's August 15, 2025, letter and was first discussed on our phone call on April 10, 2025.

The City of Wausau (City) has contracted with Community Infrastructure Partners (CIP) to provide lead service line replacement work. The City has applied to the Safe Drinking Water Loan Program for Lead Service Line Replacement Program funding made available through the Bipartisan Infrastructure Law.

As we discussed at our meeting last week, DNR program staff conducted a reasonableness review of the professional services costs requested by the City, as allowed under s. NR 166.11(6), Wis. Adm. Code. The code restricts contracts for professional services to "costs that are eligible, necessary, and reasonable for the scored project" (s. NR 166.11(6)(a)) and further states that "reasonableness reviews may include comparison of professional services fees for the project to the range of professional services fees for similar work on similar projects undertaken within the state" (s. NR 166.11(6)(b)).

The results of the reasonableness review (as shown in Table 3) found that professional services costs of all other LSL replacement projects that are requesting professional services costs are an average of 17% of construction costs. When looking at comparably sized LSL replacement projects, professional services costs are an average of 5% of construction costs. The City of Milwaukee had the largest number of LSL replacements and had professional services costs that were equal to 22% of construction costs.

DNR is setting a cap on professional services fees equal to 25% of the cost of construction. A 25% professional services fee is greater than what most other municipalities have received, but is comparable to the percentage of professional services costs for the City of Milwaukee. Based on the proposal DNR has received for 2025 lead service line replacements (Table 1), Wausau plans to replace at least 1,600 lead service lines. Its construction contracts, including the maximum allowable contingency, total $11,815,504, which means that its professional services costs would be capped at $2,953,876 (Table 2). The reduction in professional services costs of $842,111 is a reduction of loan funding, and will not impact the amount of principal forgiveness that is awarded.

While the cap on professional service fees does limit the amount of funding that Wausau will receive through the Safe Drinking Water Loan Program, the City is not restricted in the amount of professional services they contract for. The resolution adopted by the Wausau Common Council at their September 9, 2025, meeting makes it clear that the Council desired their LSL replacement project to have broad public outreach and heavy public engagement and that there is concern that the cap would reduce public outreach efforts and construction oversight.

The City and Council may choose to continue those efforts but will need to use another source of funding for costs exceeding the reasonableness cap set by DNR.

As indicated in DNR's August 15, 2025, letter to Wausau and CIP, applications for SDWLP funding for LSL replacements in Wisconsin are far exceeding available funds. For 2025 LSL replacements, DNR received $15.9 million more in requests than available funding. For 2026 LSL replacements, based on applications received and expected funding amounts, DNR anticipates nearly $100 million in requests will not be funded. Considering the very high demand for available funding, DNR is striving to maximize funding for actual LSL replacements, while still providing a reasonable amount for professional service costs.

Sincerely,

Jim Ritchie

Jim Ritchie, Director
Bureau of Community Financial Assistance

cc: Shawn Kerachsky, Sean Agid - CIP
Bill Nelson, Mark Bender - Godfrey & Kahn
Steven Little, Ann Kipper, Molly McNab, Katherine Hanson, Rebecca Scott, Matt Marcum – DNR

Table 1. SFY 2025 Requested Costs – (based on information included with the application)

Professional Services Contracts	Total
CIP	$1,951,194
DAAR	$511,766
Clark Dietz	$726,168
Professional Services Total	**$3,189,128**
Five Star Energy Services (incl. contingency)	**$11,770,028**
2025 Project Total	**$14,959,156**

Table 2. Draft SFY 2025 Approved Costs – Capping Professional Services at 25% of Construction Cost

Professional Services Contracts	Total Requested
CIP	$1,951,194
DAAR	$766,818
Clark Dietz	$652,820
HOLA	$94,605
Aegis	$40,000
Douglas & Yates	$88,500
CFGI	$80,000
Godfrey & Kahn	$40,000
AMCS	$69,550
120 Water	$12,500
Professional Services Total	**$3,795,987**
Deduction to meet cap	**-$842,111**
Capped Professional Services (at 25% of construction total)	**$2,953,876**
Filters	**$71,588**
Construction Contracts	
Five Star Energy Services - 2024 contract (2025 costs) incl. COs	$9,887,798
Five Star – 2025 contract, incl. COs	$1,724,447
Contingency	$203,259
Construction Total	**$11,815,504**
2025 Project Total	**$14,840,968**

Table 3. SFY 2024 Data Utilized in Professional Services Reasonableness Review

Municipality	Constr Method	Force Account	P/D	E/CM	Total Pro Srvcs	Construct-ion	ProSrvcs / Construction	Total LSLs	Total Cost Per LSL	Const. Cost Per LSL	Pro Srvcs Cost / LSL	Pro Srvcs / Total	FAA Amount
Ashland, City of	Contract	$0	$0	$0	$0	$123,055	0%	18	$6,836	$6,836	$0	0%	$108,884
Antigo, City of	List	$0	$0	$0	$0	$275,000	0%	40	$6,875	$6,875	$0	0%	$275,000
Viroqua, City of	List	$0	$0	$0	$0	$210,909	0%	50	$4,218	$4,218	$0	0%	$250,000
Baraboo, City of	Both	$0	$0	$0	$0	$606,888	0%	96	$6,322	$6,322	$0	0%	$625,683
Platteville, City of	List	$0	$0	$0	$0	$170,140	0%	110	$1,547	$1,547	$0	0%	$170,140
Green Bay, City of	List	$0	$0	$0	$0	$550,000	0%	125	$4,400	$4,400	$0	0%	$550,000
Appleton, City of	Contract	$0	$0	$0	$0	$522,572	0%	140	$3,733	$3,733	$0	0%	$523,205
Janesville, City of	List	$0	$0	$0	$0	$1,100,000	0%	183	$6,011	$6,011	$0	0%	$1,100,000
Beloit, City of	List	$0	$0	$0	$0	$1,090,000	0%	185	$5,892	$5,892	$0	0%	$1,100,000
Chippewa Falls, City of	List	$0	$0	$0	$0	$1,275,750	0%	270	$4,725	$4,725	$0	0%	$1,275,750
Kenosha, City of	List	$0	$0	$0	$0	$2,640,000	0%	400	$6,600	$6,600	$0	0%	$2,640,000
Sheboygan, City of	Both	$0	$0	$0	$0	$2,943,493	0%	490	$6,007	$6,007	$0	0%	$3,092,987
Oshkosh, City of	List	$0	$0	$0	$0	$1,091,500	0%	650	$1,679	$1,679	$0	0%	$1,099,500
Manitowoc, City of	Contract	$175,000	$0	$0	$175,000	$9,268,207	2%	1480	$6,381	$6,262	$118	2%	$10,052,567
Kaukauna, City of	Contract	$0	$668	$10,044	$10,712	$415,249	3%	134	$3,179	$3,099	$80	3%	$506,770
Two Rivers, City of	Contract	$30,000	$7,000	$0	$37,000	$1,360,696	3%	229	$6,103	$5,942	$162	3%	$1,435,838
Racine, City of	Both	$0	$0	$222,092	$222,092	$3,013,700	7%	600	$5,393	$5,023	$370	7%	$3,257,256
Cedarburg, City of	Contract	$0	$16,400	$70,000	$86,400	$763,752	11%	140	$6,073	$5,455	$617	10%	$836,350
South Milwaukee, City of	Contract	$0	$25,000	$10,000	$35,000	$1,217,739	3%	378	$3,314	$3,222	$93	3%	$1,460,103
Edgerton, City of	Contract	$0	$16,730	$123,000	$139,730	$1,269,763	11%	224	$6,292	$5,669	$624	10%	$1,535,753
Milwaukee, City of	Contract	$3,500,000	$0	$1,905,270	$5,405,270	$24,836,065	22%	6600	$4,582	$3,763	$819	18%	$29,745,059
New London, City of	Contract	$78,000	$26,816	$34,262	$139,079	$239,126	58%	59	$6,410	$4,053	$2,357	37%	$410,643
Spooner, City of	Contract	$0	$37,172	$27,660	$64,832	$125,968	51%	30	$6,360	$4,199	$2,161	34%	$206,148
Average (All)					$274,570	$2,396,068	7%	549	$5,171	$4,849	$322	5%	$2,706,854
Average (Claiming Professional Services)					$631,511	$4,251,026	17%	987	$5,409	$4,669	$740	13%	$4,944,649
Average (Comparably Sized)					$121,764	$3,226,021	5%	582	$5,497	$5,223	$273	5%	$3,548,303
Wausau (2024) No Cap	Contract	$0	$303,409	$1,764,197	$2,067,606	$3,000,310	69%	619	$8,187	$4,847	$3,340	41%	$5,224,711
Wausau (2024), minus KPI amt	Contract	$0	$303,409	$1,512,790	$1,816,199	$3,000,310	61%	619	$7,781	$4,847	$2,934	37%	$4,973,304

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

August 15, 2025

Eric Lindman, DPW
City of Wausau
407 Grant Street
Wausau, WI 54403

Shawn Kerachsky, CEO
Community Infrastructure Partners
50 Abigail Street
East Greenwich, RI 02818

Subject: Wausau Lead Service Line Replacements – 2025 Loan

Dear Eric and Shawn:

Thank you for your continued efforts to replace lead service lines (LSLs) in the City of Wausau. We appreciate the presentation you provided to the Department of Natural Resources (DNR) and Governor Evers' staff on May 27, 2025.

This letter confirms that for the 2025 loan, the Safe Drinking Water Loan Program (SDWLP) will fund Wausau's eligible construction activities and will fund its professional service costs at 25% of construction costs. This determination is a result of DNR's review of all LSL replacement projects receiving SDWLP funding in 2024, which we have previously shared, and in recognition of the unique Community-Based Public-Private Partnership (CBP3) between the City of Wausau and Community Infrastructure Partners (CIP). DNR believes this is a reasonable funding amount for professional service costs to administer the replacement of LSLs in Wausau, and we appreciate your partnership as we have worked through this issue over the past several months.

Additionally, when we met on May 27, CIP raised questions regarding the source of DNR's comparison costs for LSL replacements in the City of Milwaukee and in particular why they differed from a figure CIP had identified for Milwaukee's average cost of $9,600 per LSL. We have reviewed the information that you provided and wanted to provide an explanation for the difference between the $9,600 per LSL that CIP had identified and the $4,582 per LSL figure that DNR had previously identified. The difference between these numbers is that the figure identified by CIP is for full line replacements, while DNR's analysis was based on partial, primarily private side LSL replacements, which is the emphasis for SDWLP funding. As such, DNR's figure for Milwaukee of $4,582 per partial LSL replacement (approximately half the cost of a full replacement) is not inconsistent with the figure CIP presented, as was indicated at the meeting. Rather, they are estimates for two different scopes of LSL replacement. Additionally, DNR's 2024 funding awarded to Milwaukee also included replacements completed in 2023 so the estimated number of replacements anticipated to be covered by the funding was not solely for 2024 replacements.

It is also important to note that applications for SDWLP funding for LSL replacements in Wisconsin are far exceeding available funds. For 2025 LSL replacements, DNR received $15.9 million more in

requests than available funding. For 2026 LSL replacements, based on applications received and expected funding amounts, DNR anticipates nearly $100 million in requests will not be funded. Considering the very high demand for available funding, DNR is striving to maximize funding for actual LSL replacements, while still providing a reasonable amount for professional service costs. We understand that there may be additional activities that communities want to engage in to advance their goals of replacement. To the extent that these activities are either ineligible for SDWLP funding or exceed available amounts, many communities contribute their own funds to administer their SDWLP programs, which is something that communities working with CIP could consider if they so choose. We want to emphasize that the Department's determination that funds are not available for these additional activities is not a reflection that they are not valuable for the participating communities, rather it is reflective of our commitment to maximizing availability of replacement funds for communities across the state and, of course, to ensuring compliance with eligible fund uses.

Additionally, DNR has reviewed the draft contract from CIP proposing to utilize a fixed price structure, with a per LSL replacement cost for CIP's expenses. DNR does believe that this model of contract could potentially be utilized for LSL replacements, as long as costs that are included in the fixed costs are all for eligible activities. DNR would like to work with CIP and the communities you are working with to agree on a detailed breakdown of the charges included within the fixed cost and ensure that there is agreement on eligibility of those expenses. Going through this up-front scoping will help streamline reimbursement review and processing moving forward under this contract structure, which will benefit CIP, local communities, and the DNR as we continue to work through these projects together. If CIP would like to proceed with this contract structure with the communities you are working with, we are committed to promptly working through this discussion to ensure we have the same expectations up front and are optimistic we can reach consensus on this scoping process.

We are ready to finalize the budget for the 2025 loan and schedule the loan closing. DNR's project manager will contact you in the next week with the loan budget documents and to schedule the closing. DNR remains committed to providing funding for the eligible work necessary to replace LSLs in Wausau and working collaboratively with Wausau and CIP.

Sincerely,

Jim Ritchie

Jim Ritchie, Director
Bureau of Community Financial Assistance

cc: Sean Agid - CIP
Bill Nelson - Godfrey & Kahn
Mark Bender - Godfrey & Kahn
Ann Kipper, Molly McNab, Katherine Hanson, Rebecca Scott, Matt Marcum – DNR

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Adopting 2026 Budget Modification for Wausau Metro Ride for Wausau Area Transit Feasibility Study.

Committee Action: Finance Committee Approved 5-0*;* Transit Commission Approved 3-0

File Number: 26-0306 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [ ]*	*NO [X]*		
	Included in Budget:	*YES [ ]*	*NO [X]*	*Budget Source:*	
	One-time Costs:	*YES [X]*	*NO [ ]*	*Amount: $47,200*	
	Recurring Costs:	*YES [ ]*	*NO [X]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [X]*	*Amount:*	
	Grant Financed:	*YES [X]*	*NO [ ]*	*Amount: $37,760*	
	Debt Finance:	*YES [ ]*	*NO [X]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [X]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, The Metro Ride facility that maintains and houses the current bus fleet is aging and does not have the capability to grow; and

WHEREAS, The City has worked with the Wausau Metropolitan Planning Organization (MPO) and Wisconsin Department of Transportation (DOT) to release a Request for Proposal (RFP) for a feasibility Study to inform us whether a new facility would be needed or if our current faculty will work for our future for electric or hybrid buses; and

WHEREAS, The Wausau Common Council on July, 2023 adopted a resolution to commit 20% local share in amount not exceed $20.000; and

WHEREAS, Metro Ride received 8 proposals which were graded according to the scope and pricing; and

WHEREAS, a team of 4 people, 2 from the MPO and 2 from Metro Ride, finished scope and grading to choose Kueny Architecture, LLC, and

WHEREAS, based upon the proposal of $47,200, the local share will be $9,440 with funding coming from Transit reserves; and

WHEREAS, Your Transit Commission met at their February 19th, 2026, meeting, discussed the proposal and contract, and unanimously approved to move forward with this contract 3 to 0; and

WHEREAS, your Finance Committee met on April 14th, 2026 and recommended a transfer from Transit

reserves to Metro Capital Projects for $47,200, with grant income of $37,760;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve entering into a Contract with Kueny Architecture, LLC for this feasibility study;

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized and directed to modify the 2026 Budget to reflect the contract amount of $47,200 with funding from a federal grant and transit reserves.

Approved:

_____

Doug Diny, Mayor

City of Wausau
CONTRACT FOR SERVICES
(Design Professionals)

1. PARTIES.
This is a Contract for Services ("Contract") between the City of Wausau, Wisconsin, a municipal corporation ("City") and KUENY ARCHITECTS LLC ("Contractor").

The Contractor is a: ☐ Corporation ☒ Limited Liability Company ☐ General Partnership
☐ Sole Proprietor ☐ Other:_____

2. PROJECT DESCRIPTION.
The City of Wausau and The Wausau Area Transit System (WATS), d.b.a. Metro Ride, need to complete a site condition assessment and feasibility study to assess whether the existing transit garage at 420 Plumer Street can support future needs of Metro Ride and be modernized to support a battery-electric fleet. The current facility serves 25 full-sized buses, 5 paratransit buses, and space for all Metro Ride office and administrative staff. Modernization of the existing facility needs to be analyzed for cost against investment in constructing a new facility. The project consists of an analysis of the existing facility, a survey of alternate sites and consideration of environmental and other practical factors, such as the availability of electrical infrastructure at each location.
The outcomes anticipated from the project will include an analysis of the current facility and whether it can support fleet expansion and modernization to battery electric charging infrastructure, as well as a comparison of the costs/benefits of retrofitting the existing facility versus constructing a new one. This feasibility study and its associated reports will be used to guide future engineering work based on whether the City of Wausau chooses facility modification or designing a new facility. Additionally, this project will include the identification and analysis of potential sites for a new bus maintenance facility.
Metro Ride staff, with support from the Wausau MPO, will be administering the project and will be the local point of contact for the consultant, as well as establishing all meeting times and dates needed. Consultant participation may be necessary at Transit Commission meetings, only as related to key work efforts or presentations. The Transit Commission meets regularly on the third Thursday of the month.

3. 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) which are attached to and incorporated herein as part of this Contract:

See Attachments Appendix B – Kueny Architects LLC RFP Submittal and Appendix C – RFP Facility Condition Assessment & Feasibility Study for the Wausau Area Transit System Wausau, Wisconsin

[List all attachments here by name, attach and label them accordingly].

Appendix A – Price Sheet
Appendix B – Kueny Architects LLC RFP Submittal
Appendix C – RFP Facility Condition Assessment & Feasibility Study for the Wausau Area Transit System Wausau, Wisconsin

(Collectively referred to as "Attachments").

Order of Precedence. In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.
This Contract shall become effective upon execution by the Mayor on behalf of the City, unless another effective date is specified in the Attachments in Section 3. In no case shall work commence before execution by the City.

The term of this contract shall be: ***February 24th, 2026 – December 31st, 2026***

5. ENTIRE AGREEMENT.
This Contract, including any and all Attachments referenced in Section 3, constitutes the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. COMPENSATION.

In no event will the total compensation under this Contract exceed: $47,200 based on Appendix A – Price Sheet.

7. PAYMENT.

(a) The City will pay the Contractor for the completed and accepted services rendered under this Contract at the price set forth in Section 6 and according to the schedule as set forth in the Attachments. Payment shall be full compensation for services rendered and for all labor, material supplies, equipment and incidentals necessary to complete the services.

(b) The Contractor shall submit invoices to the City on a monthly basis. Invoices shall be due and payable within thirty (30) days from receipt of the invoice, except for any amounts disputed by City in good faith.

(c) Payment for services shall not be construed as City acceptance of unsatisfactory or defective services or improper materials. Contractor will not be compensated for unsatisfactory performance.

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

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

(f) Compensation in excess of the total Contract price, or for extra services will not be allowed unless authorized by an amendment under Section 16.

8. PROSECUTION AND PROGRESS.

(a) Services under this Contract shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.

(b) Contractor shall complete the services under this Contract within the time for completion specified in the Scope of Services, including any amendments. 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 as set forth in Section 17.

(c) Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 7 of this Contract.

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

9. CHANGE ORDERS.

City may at any time, by written instructions and/or drawings issued to Contractor ("Change Order"), order changes to the services set forth in Section 3. Contractor shall within ten (10) days of receipt of a Change Order submit to City a firm cost proposal for the Change Order. If City accepts such cost proposal, Contractor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Contract. Contractor acknowledges that a Change Order may or may not entitle Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Contract. Change Orders shall not increase the total compensation set forth in Section 6 unless the Contract is amended as provided in Section 16.

10. COMPLIANCE.

All work performed under this Contract shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. Contractor shall secure, pay for, and shall maintain during the term of the Contract any and all federal state and local licenses and permits required in order to perform the required services or deliver the required supplies under this Contract. Contractor shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Contractor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services under this Contract.

11. DEFAULT/TERMINATION.

(a) This Contract may be terminated by either party as a result of a default or other failure in performance by the other party under the terms of this Contract which continues unremedied for a period of ten (10) days after written notice to such party in default. In the event of default by the Contractor, it shall not be entitled to compensation for work or services unsatisfactorily or improperly performed.

(b) Notwithstanding subparagraph (a) above, the City may, in its sole discretion and without any reason, terminate this Contract at any time by furnishing the Contractor with 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.

(c) The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity and shall be cumulative and deemed not inconsistent with each other.

12. INDEMNIFICATION.

Contractor shall defend, indemnify and hold harmless the City of Wausau, its employees, agents, officers, volunteers, elected and appointed officials, from and against any and all liabilities, losses, judgments, actions, legal or administrative proceedings, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained, or asserted against the City of Wausau, its employees, agents, officers, volunteers, and/or elected or appointed officials by reason of any bodily injury or death to any person, or on account of any loss, damage, or destruction of any property or loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or any subcontractor's acts, errors, omissions or negligence in the performance of this Contract.

13. INSURANCE.
The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

14. 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 (collectively referred to as "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 in its sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by 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.

15. CONTRACTOR AUTHORITY.
Contractor is an independent contractor and not an employee of the City. The Contractor is engaged by virtue of the Contract to perform only those services contained herein. Contractor is not authorized to contract on behalf of, to incur any liability, or make any representation on the part of, or on behalf of, the City.

16. AMENDMENT.
This Contract shall be binding on the parties, 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 change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent who executed this Contract.

17. FORCE MAJEURE.
In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

18. AUTHORITY.
The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Contract and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Contract on behalf of the respective party.

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

20. NO WAIVER.
The failure of either party to enforce any of the provisions of this Contract in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

21. NONDISCRIMINATION.
During the term of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.

22. COUNTERPARTS.
This Contract may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Contract, fully executed, shall be as valid as an original.

23. PUBLIC RECORDS LAW.
Contractor shall assist City in complying with any public record request in connection with this Contract submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31 – 19.39.

24. ASSIGNMENTS.
Neither party may assign this Contract, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.

25. TIME IS OF THE ESSENCE.
Time of performance under this Contract is of the essence.

26. 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, or hand delivered to the addresses of the parties listed below:

CITY: _____
(Department Head)

City of Wausau

407 Grant Street

Wausau, WI 54403

CONTRACTOR: _____

_____

_____

_____

27. CHOICE OF LAW.
This Contract shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

28. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first above written.

CONTRACTOR:

_____
(Name of Contracting Entity)

By:_____
(Signature)

_____
(Name and Title of Person Signing)

Date:_____

CITY OF WAUSAU

BY_____
Doug Diny, Mayor

Attest:

_____
_____, Clerk

Date:_____

REQUEST FOR PROPOSAL
COVER SHEET
FACILITY CONDITION ASSESSMENT & FEASIBILITY STUDY FOR THE WAUSAU AREA TRANSIT SYSTEM WAUSAU, WISCONSIN

SOLICITATION NUMBER (must be included on all proposal documents that are submitted)	WFS2026
THIS SOLICITATION CLOSES ON	1/5/2026 at 4 PM CT

Proposals must be submitted by this date and time. Late PROPOSALS or offers will not be accepted.

SUBMIT PROPOSALS/OFFERS TO	Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov
FOR INFORMATION ON THIS PROCUREMENT, CONTACT	Ron Schuenke, Transit Director, 715-261-6565 or Ronald.Schuenke@wausauwi.gov
ITEMS OR SERVICES TO BE PURCHASED	The City of Wausau and The Wausau Area Transit System (WATS), d.b.a. Metro Ride, are requesting proposals to complete a site condition assessment and feasibility study to assess whether the existing transit garage at 420 Plumer Street can support future needs of Metro Ride and be modernized to support a battery-electric fleet. The current facility serves 25 full sized buses, 5 paratransit buses, and space for all Metro Ride office and administrative staff. Modernization of the existing facility needs to be analyzed for cost against investment in constructing a new facility. The project consists of an analysis of the existing facility, a survey of alternate sites and consideration of environmental and other practical factors, such as the availability of electrical infrastructure at each location.

SIGNIFICANT EVENTS/DATES

ISSUE DATE	12/2/2025

LAST DAY TO SUBMIT QUESTIONS	12/19/2025 at 4 PM CT
PROPOSAL CLOSING DATE	1/5/2026 at 4 PM CT
ESTIMATED EVALUATIONS BEGIN	1/6/2026
ESTIMATED EVALUATIONS COMPLETED	1/14/2026
ESTIMATED CONTRACT AWARD DATE	1/15/2026
ESTIMATED CONTRACT START DATE	2/1/2026

There will not be a public opening for this RFP

REQUEST FOR PROPOSALS

Services

Issued By	**City of Wausau (Metro Ride)**
Date Issued	**12/2/2025**
Proposals must be submitted no later than	**1/5/2026 at 4 PM CT**

- Late PROPOSALS will be rejected. PROPOSALS MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the Proposal is due.
- PROPOSALS dated and time stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the purchasing office.
- Any Proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. PROPOSALS must be submitted separately, i.e., not included with sample packages or other PROPOSALS.
- Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract.
- Proposer should contact the person named below for an appointment to view the Proposal record. PROPOSALS shall be firm for acceptance for sixty (60) days from date of Proposal opening, unless otherwise noted.
- The attached terms and conditions apply to any subsequent award.
- There will be no public proposal openings

SUBMITTING THE PROPOSAL

Offerors must submit proposals via one of the following method(s):

One electronic copy delivered though email **Ronald.Schuenke@wausauwi.gov**	The submittal must include all required documentation organized and named as detailed in this RFP.

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DEFINITIONS

For the purposes of this Request for Proposal and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

Acceptance Period	The number of calendar days available to the Issuing Agency for awarding a contract from the date specified in this solicitation for receipt of PROPOSALS.
Agency	City of Wausau (Metro Ride)
Proposer	The entity submitting a Proposal in response to this RFP.
Contract Administrator	The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.
Contract Manager	The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.
Contract	The final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.
Contractor	The person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.
Disadvantage Business Enterprise (DBE)	DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.
Mandatory	A requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the Procuring Agency. The terms “must,” “shall,” and “will” are considered mandatory.

May	Indicates something that is not mandatory but permissible.
Procurement Manager	The person responsible for managing this procurement process.
Responsible	A Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.
Responsive	A proposal that conforms in all material respects to the requirements set forth in the RFP.
RFP	This Request for Proposal.
State Holidays	January 1, Martin Luther King Jr. birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25, and December 31
Supplier:	A person or entity that has been awarded the Contract as a result of this Proposal, and who is required to provide the agreed upon good and/or services. The term Supplier is used throughout this document in lieu of Contractor.
Vendor:	A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Proposer or Proposer.

1.0 GENERAL INFORMATION

1.1 General Description

The City of Wausau (Metro Ride) is seeking Proposals from qualified contractors to provide a facilty condition assessment & feasibility study for the wausau area transit system.

The PROCURING AGENCY intends to use the results of this solicitation to award a contract to a Proposer for the aforementioned services.

The PROCURING AGENCY makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services will be procured. The PROCURING AGENCY reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award.

1.2 Contract Term

One (1) contract will be awarded. The Contract which will cover the period February 1, 2026 through December 31, 2026 **(11-Month Base Contract).** The contract will contain **no optional renewals.**

Supplier must not invoice agency for any costs accrued prior to this contract start date.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the Agency.

1.3 Number of Contracts

It is the intention of the agency to award **One contract** for the **services** required in this solicitation.

1.4 Procurement Manager

All communication and/or questions on all matters regarding this Proposal must be made in writing and refer to Request for Proposal number **WFS2026** and be directed to the agency Procurement Manager: **Ron Schuenke. ronald.schuenke@wausauwi.gov**

Any contact or communication with any employee or officer concerning this RFP except the Procurement Manager is strictly prohibited from the date this RFP is released until the date the notice of intent to award is issued. The Procurement Manager may authorize in writing contact

or communication with another State employee or officer as circumstances dictate. Vendors who hold a current Contract may continue to communicate with the appropriate Contract Administrator regarding the performance of that current Contract.

1.5 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies ($100,000) fund this contract, in whole or in part (Section 5304). **Applicable Federal clauses are set forth in Appendix I of the solicitation**.

1.6 Contractor Selection

The Municipality reserves the right to award a contract to a Vendor without clarifications, discussions, or negotiations following an evaluation of which Vendor is determined to be the highest scoring (technical factors and price considered) based on the factors discussed below. As such, Vendors should always submit their best technical and price proposal from the onset.

1. *Professional Competence* - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements.
2. *Capacity* - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work.
3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
4. *Price* - The competitiveness of the Vendor's prices.

1.7 Contract Term Price Options

Proposers must price **1** base contract prices at the time of proposal submission in order to be considered for award. The price sheet submitted by the successful Proposer will be incorporated in the resultant contract as the contract's Pricing Schedule.

This is a firm-fixed price contract for a base period of **11 Months with no option periods.** Proposers are required to submit a firm-fixed price for the contract base period (first one contract year) that covers all operating and administrative costs of performing the service.

The competitiveness of the offered prices will be based on the total price of the sum of Section A.

1.8 Contract Modifications

The resulting Contract must only be used to purchase services within the scope and intent of the original Request for Proposal. Any modifications made to the resulting Contract must fall within the scope of the Proposal.

All modifications must be made in writing and signed by both parties.

1.9 Completeness and Validity of Offers

Vendors must complete and submit all required forms with their Proposals. This includes the "Affidavit of Non-Collusion" which Vendors must submit with their pricing proposal.

Vendors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after Proposals are submitted.

1.10 Correspondence Related to the Solicitation

Questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies noted in this solicitation must be submitted by e-mail to the identified Procurement Administrator prior to the specified solicitation closing date.

Any changes in the solicitation (including specification) will be made by amendment issued to all Vendors.

1.11 Reasonable Accommodations

City of Wausau (Metro Ride) can provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Vendor needs accommodations at the outset of this solicitation process, please contact the Procurement Manager.

1.12 Wisconsin Public Records Law

WisDOT and all records it retains are subject to Wisconsin Public Records law, sec. 19.31, et seq, Wis. Stats. WisDOT will advise proposer request for records it has designated as

proprietary or confidential. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year.

1.13 Federal Public Records Law

The Supplier must maintain the following records which will be available to the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year and the grant has been closed.

1.14 Order of Precedene

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the bid response from the successful bidder, and additional terms agreed to, in writing, by WisDOT and Contractor shall become part of the contract.

The following priority for contract documents will be used if there are conflicts or disputes:

1. The Contract Document
2. Official Purchase Order
3. Proposal response as accepted by The Agency
4. The Agency's Published Request for Proposals

2.0 PRE-PROPOSAL CONFERENCE

City of Wausau (Metro Ride) will not be hosting a pre-proposal conference.

3.0 PROPOSAL SCHEDULE

City of Wausau (Metro Ride) intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.

Listed below are dates and times of actions related to this solicitation. The events with specific dates must be completed as indicated unless otherwise amended. In the event that the Agency finds it necessary to change any of the specific dates and times in the calendar of events listed

below, it will do so by issuing an amendment to this solicitation. There may or may not be a formal notification issued for changes in the estimated dates and times.

At the time of issuance, the procurement schedule shall be as follows:

Date	Event
12/2/2025	Issue Request for Proposals (RFP)
12/19/2025 at 4 PM CT	Due date for submitting questions
12/23/2025 at 4 PM CT	Issue written response to questions - *Estimated*
1/5/2026 at 4 PM CT	**Due date for submitting Proposals - Late submissions will not be accepted**
1/6/2026	Proposal Evaluation Starts - *Estimated*
1/12/2026	Oral presentations, as needed (1 hour each, if needed)
1/12/2026	Call for Best and Final Offers (if needed)
1/14/2026	Due date for submitting Best and Final Offers
1/14/2026	Final approvals for award - *Estimated*
1/15/2026	Notification of Inent to Award - *Estimated*
1/29/2025	Issue "Notice to Proceed"- *Estimated*
2/1/2026	Contract Start Date – *Estimated*

4.0 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

Proposals which do not comply with the format set forth below may be rejected without further consideration. These restrictions are not intended to hamper proposal preparation but to provide uniformity in evaluating responses to this RFP.

A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Vendors must respond to any questions and forms included throughout this RFP.

B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating Proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For Proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.

C. ***Proposals received after the due date and time will be considered late Proposals and will not be accepted.*** Reliance upon public carriers for delivery of Proposals is at the Offeror's risk. Proposals submitted via fax will not be accepted.

D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.

E. **The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package**. The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract. The hourly rate shall cover all operating and administrative costs of performing the service.

5.0 PROPOSAL FORMAT

5.1 Proposal Format

Each proposal shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in this RFP Hard Copy or email If electronic, each proposal should be in Microsoft Word, Adobe Acrobat, or equivalent format, using 12-point font and a standard 8 ½" x 11" page format.

5.2 Cover Letter

The Cover Letter must specifically state that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements.

6.0 CONTRACT DELIVERABLES

The City of Wausau (Metro Ride), (hereinafter referred to as Municipality or City), is soliciting Proposals from firms (also may be referred to as Offeror or Contractor) to provide a facilty condition assessment & feasibility study.

All deliverables in this section are considered the minimum deliverable for the services required. The following deliverables must be met at no additional cost above the pricing provided in the Proposal. Failure to meet any minimal deliverables may result in the disqualification of the Proposal. In the event no Vendor is able to meet individual specifications, the agency reserves the right to continue the review of Proposals and to select the Proposal that most closely meets the specifications detailed in this RFP.

The following contract deliverables must be met at no additional cost above the pricing provided in the Proposal.

Before the award of any Contract, the Agency shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this Proposal. It is the Vendor's responsibility to acquaint the Agency with these qualifications by submitting appropriate or supporting documentation.

6.1 Minimum Qualifications

IMPORTANT – EACH OFFEROR MUST DEMONSTRATE IN ITS PROPOSAL THAT IT MEETS ALL OF THE MINIMUM QUALIFICATIONS SET FORTH BELOW AS OF THE DATE THAT IT SUBMITS ITS OFFER. OFFERORS THAT DO NOT CONFORM TO THESE REQUIREMENTS WILL NOT BE CONSIDERED.

This RFP is to obtain the professional services of a qualified licensed, registered, or certified firm to provide a site condition assessment and feasibility study.

A. To be considered for award, your company must have at least three (3) years prior organizational history for Professional Services by a person licensed, registered, or certified.

B. The vendor must possess creativity and have experience with transportation and facility design. The vendor is responsible for submitting appropriate qualifications.

C. The vendor must possess creativity and have experience with transportation and building planning and initiatives. The vendor is responsible for submitting appropriate qualifications.

6.2 Estimated Number of Hours

The estimated number of hours to complete this project is: **550 hours**
Firms should base their pricing on completing the required deliverables within this number of hours. The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract.

6.3 PERFORMANCE REQUIREMENTS

The outcomes anticipated from the project will include an analysis of the current facility and whether it can support fleet expansion and modernization to battery electric charging infrastructure, as well as a comparison of the costs/benefits of retrofitting the existing facility versus constructing a new one. This feasibility study and its associated reports will be used to guide future engineering work based on whether the City of Wausau chooses facility modification or designing a new facility. Additionally, this project will include the identification and analysis of potential sites for a new bus maintenance facility.

Metro Ride staff, with support from the Wausau MPO, will be administering the project and will be the local point of contact for the consultant, as well as establishing all meeting times and dates needed. Consultant participation may be necessary at Transit Commission meetings, only as related to key work efforts or presentations. The Transit Commission meets regularly on the third Thursday of the month.

TASK #1

Prepare an independent assessment of the existing conditions of the Metro Ride Bus Maintenance Facility.

This will be an existing conditions assessment of the current bus maintenance facility. The consultant shall inspect the substructure, shell, interior conveyance, plumbing, HVAC, fire protection, electrical, equipment, and the surrounding site for any deficiencies and note them. Additional components of this assessment include notation of any maintenance equipment that is lacking for service of an electrical fleet, flood plain consideration, an analysis of the electrical infrastructure available at the current facility and environmental considerations at the facility.

TASK #2

The consultant will conduct a discussion with Metro Ride staff, local staff, and decision makers to determine perspectives on future needs of Metro Ride and constraints related to modification of the existing facility versus construction of a new site.

The consultant should develop a decision matrix to determine suitability of sites. Factors would include (but may not be limited to) cost, ability to meet the needs of Metro Ride, site considerations, ability to acquire land, etc. NOTE: Any alternative sites will need to be located within the City of Wausau and preferably owned by the city.

TASK #3

Investigate if it is possible and financially prudent to invest capital funds in modernizing the existing facility and establish a probable development budget for such an initiative.

Once the analysis is complete, using the data collected, the consultant will prepare a cost benefit/analysis that will examine the possibility of retrofitting the existing facility, bringing it up to proper building standards and able to facilitate an electric bus fleet, as opposed to constructing a new facility at a new location. The estimated dollar cost for each option shall be included.

At a high level, this task should also include estimated annual capital and operating costs associated with this facility (building and infrastructure for maintaining fleet).

TASK #4

Prepare a functional space needs assessment for a new maintenance facility that will best serve Metro Ride's current and anticipated future activities and prepare a development budget for this new facility. Develop a list of potential sites suitable for a new maintenance facility.

Regardless of the results of task #1-3, the consultant will develop an inventory of space needed for a new bus maintenance facility, including the exterior spaces such as landscaping and parking. Additionally, a list of maintenance equipment needed to operate the facility is required. The consultant will also list the required square footage of each building space and develop a preliminary cost for each. At a high level, this task should also include estimated annual capital and operating costs associated with these facilities (building and infrastructure for maintaining fleet).

Based on the requirements for a new facility determined in Task 2, create a list of up to 4 new sites located within the City of Wausau city limits that meet the parameters for the placement of a new bus maintenance facility. One of these sites, to be selected by Metro Ride, shall have an in-depth analysis performed, similar to the analysis done in Task #1, including an analysis of the impact on non-revenue miles compared to the existing site, vehicle accessibility, and environmental issues. This chosen site will also have high-level environmental scoping completed to include:

- Define nature and purpose of the development/action.
- Outline potential environmental impacts and significance (if known) for the site.
- Additional information needed to conduct environmental assessments if development moves forward.
- Permitting considerations.
- Anticipated agency consultations.

- Potential public concerns and impacts to the community. Also, generally outreach that would be needed if design moves forward.

TASK #5

Technical Memo and Report

Specific work products to be issued at completion of the project will include a technical memo and report upon completion of the existing conditions assessment, as well as the analysis of potential future sites and a finalized consultant's report.

TASK #6

Presentations

The consultant will be asked to present to the Wausau Transit Commission, possibly the Wausau City Council, and the Wausau MPO as part of the final work product. Virtual attendance would be possible.

ANTICIPATED MEETINGS

The selected consultant shall plan to examine the bus maintenance facility in-person. A meeting shall take place (in-person) to go over the deficiencies of the current building/site with Metro Ride staff. The meetings for Task #2 can be conducted virtually. The consultant should plan for 2-3 status update meetings, and 1-2 other meetings during completions of Tasks #3-#6. These meetings should be virtual to reduce travel costs.

As part of the final product, the consultant will also need to present the findings to the Wausau City Council, Wausau Transit Commission, and the Metropolitan Planning Organization Commission.

END PRODUCTS

The following summarizes the documentation to be furnished under the terms of the contract. The consultant shall submit the following:

1. A PDF version of the draft version of the document.

2. A PDF version of the final version of the document.

3. All computer-generated files related to the Technical Memorandum, presentation materials, final documents, and all graphics and maps submitted in the format to be agreed upon by the consultant, Metro Ride and MPO staff.

4. WATS will provide and distribute copies of the documents to the following:
    - Transit Commission
    - Wausau City Council

- Wausau MPO

7.0 PROPOSAL CONTENT

Proposals must include the information listed below in the same order as listed below. With the exception of Section 7.6 Minimum Qualifications, each Offeror's response to these items will be evaluated in accordance with this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal.

Information Pertinent to the Offeror and Offeror's Proposal. The proposal must include the following information:

7.1 Offeror Identification

Provide the Offeror's name, business address, telephone number, facsimile number, e-mail address.

7.2 Offeror's Legal Status

Identify the Offeror's business type (e.g., whether the organization is a sole proprietor; for-profit corporation or joint venture corporation; for-profit partnership; non-profit; public agency; or other type (identify), etc.).

7.3 Chief Executive or Administrator of the Organization

Provide the name and contact information for this individual.

7.4 Offeror's Authorized Representative

Provide the name and contact information for the individual authorized to represent the Offeror in discussions or negotiations, acknowledge amendments, and/or otherwise commit the Offeror.

7.5 Offeror's Business Function

Describe the major business function(s) or activities of the organization.

7.6 Minimum Qualifications

The Minimum Qualifications located in Section 6.1 will be used to determine eligibility to continue to the evaluation phase of this procurement. Restate each minimum qualification and provide a synopsis of how the Offeror meets those minimum qualifications.

7.7 Service Background

Provide information for transportation services which the Offeror currently provides under other contracts or service agreements.

7.8 Service History

Restate each Performance Requirement found in section 6.3 and provide a synopsis of how the Offeror will meet these Performance Requirement.

- Provide a description of your work approach to the tasks as identified in the PERFORMANCE REQUIREMENTS found in section 6.3. In addition, identify and describe potential services that may have applicability. Any concepts, techniques, and tools which you intend to utilize in preparing the study should be included.
- Identify data which will be needed to conduct the study. Identify if the data will be provided and/or collected by consultant or supplied by Metro Ride.
- Provide a description of all additional subcontracts and associations with other firms you propose to utilize in the performance of this work. Fully explain the intended working relationships and responsibilities of each firm, as well as any examples of past experiences working together and also working with Wausau Metro Ride or Marathon County, WI (Wausau MPO).

7.9 Service History

Provide information about your service history. Vendor must include:

- Provide a PDF versions of 1- 3 comparable studies or projects completed or undertaken by the project manager you are proposing for this project.

7.10 References

Using **Appendix E - REFERENCES**, provide the names of at least three (3) agencies for which the Offeror has provided contract services over the past three (3) years. These agencies will be queried for references in order to ascertain the Offeror's past performance history.

7.11 References Implementation

Vendor must provide project details for the references provided in Appendix E.

- Provide the dates over which the projects were conducted.
- Provide a summary of what type of project was conducted for the reference.
- Provide the status of implementation of your recommendations for these projects.

7.12 Key Personnel

Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsize their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation.

Provide a resume for each "key" individual. Note that the replacement of any individual identified as "key personnel" requires the notice to the Municipality and its prior approval.

Provide PDF versions of resumes of all professionals who will be actively working on this project. Resumes should list related project experience and general project duties.

7.13 Volunteer Staff

Identify if any volunteer staff will be used in the performance of a contract awarded as a result of this solicitation. **Specifically, identify their names, positions, responsibilities, and number of volunteer hours expected to be recorded during each of the contract's base and option years.**

Note that the Municipality must be notified in the event of changes in volunteer staff otherwise dedicated to a contract awarded under this solicitation.

7.14 Paid Staff

Specifically discuss or describe:

A. How many full-time employees are currently on staff;

B. How many part-time employees are currently on staff; and

C. The minimum hiring criteria for drivers and how compliance is checked.

7.15 Financial Stability Documentation

A. *Financial Statement*. In order to determine the Offeror's financial capability, the Offeror must attach a copy of its most recent annual audited financial statement. The Statement must be dated no later than one year from proposal due date.

B. *Liens and Judgments*. Provide any documentatio and explain any past, current, or pending liens, judgments, or lawsuits against property owned by or otherwise concerning the Offeror and any existing legal suits (pending) against the Offeror which may potentially impact the Offeror's capability to provide the required contract services solicited by this RFP.

7.16 Insurance Coverage

Describe the Offeror's current vehicle liability insurance program for transportation services by answering the following questions in **Appendix K - Insurance**

7.17 Record-Keeping

Briefly describe the Offeror's record-keeping capabilities as they relate to the contract (if not already noted elsewhere in this proposal) in **Appendix L – Record Keeping**

7.18 Pricing Proposal

Provide your best pricing on Pricing Proposal Excel Document. Vendors must submit costs for each deliverable. The total cost provided must be all inclusive to carry out the services included in this RFP, in accordance with the terms and conditions of this RFP. Please sign and date Pricing proposal.

This submitted pricing proposal must include direct labor costs, any mark-up for fringe benefits, overhead, profit, and other direct expenses such as transportation, housing, printing, and per diem.

The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract. Proposals that require a minimum number of commodities or services be ordered will be disqualified. The submitted price must apply to any number of hours purchased, up to the contract's maximum.

This is a firm-fixed price contract for a base period of 11 months with a no option period. Proposers are required to submit a firm-fixed price for the contract base period that covers all operating and administrative costs of performing the service.

7.19 Federal Clauses for Federal Contracts – Appendix I

Vendor must review and sign the federal clauses. At time of submission, vendor must submit a signed copy of the federal clauses. PROPOSALS received without signed federal clauses will not be accepted and will automatically be disqualified from further consideration

Proposals that do not comply with the Federal Clauses will be disqualified. Federal clauses cannot be negotiated or changed.

7.20 Standard Terms and Conditions - Appendix G and H

By submitting a proposal the vendor is agreeing to all Terms and Conditions included in Appendix G – Standard Terms & Conditions (DOA-3054 (R08/2016) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)). Proposals that do not comply with the standard terms and conditions will be disqualified. Standard terms and conditions cannot be negotiated or changed.

7.21 Additional Relevant Information

Submit any additional information which the Offeror believes may be relevant to the evaluation of the Offeror's qualifications..

8.0 EVALUATION AND AWARD PROCESS

8.1 Evaluation Committee

The proposal evaluation committee consists of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Offerors shall not contact members of the evaluation committee.

Violation of the "no contact" rule could result in the Offeror's disqualification from further consideration for award.

8.2 Preliminary Evaluation

Proposals will be initially reviewed to determine if minimum and mandatory requirements have been met. Failure to meet these requirements shall result in the proposal being rejected. In the event that all Offerors do not meet one or more of the minimum or mandatory

requirements, the evaluation committee reserves the right to continue the evaluation of the Proposals, which most closely meet the minimum and mandatory requirements of this RFP.

8.3 Right to Reject Proposals

The Issuing Agency reserves the right to accept or reject any or all PROPOSALS or Proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Issuing Agency.

8.4 Scoring of Technical Proposals

Proposals will be independently evaluated. Each evaluation committee member will score each of the solicitation's stated technical evaluation criteria for each Offeror. Members will then sum all individual technical scores for each Offeror to determine the overall evaluation score for that particular Offeror.

The Chair of the evaluation committee (typically, the Procurement Administrator) will convene a meeting of the evaluation committee to reach a consensus score for each Offeror. Consensus scoring is intended to facilitate an open discussion among the evaluators as to the strengths and/or weaknesses of each Offeror's proposal based upon the solicitation's technical evaluation factors (*Professional Competence*, *Capacity*, and *Experience*).

The Chair will record the consensus score for each Offeror on a scoring summary sheet to attain a rank order of the most technically qualified Offerors. Price Proposals will remain sealed at this point.

8.5 Additional Factors for Proposal Consideration (prior to evaluating price)

Failure by the Offeror to provide information clearly and accurately within the submitted documents may be reflected in the evaluators' scoring results.

If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information already provided and disseminated for evaluators' consideration. The evaluation committee may not contact Offerors directly but may request an interview with the Offerors if an interview process is deemed necessary and approved by WisDOT.

The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the Offeror. An Offeror's failure to fulfill or accommodate

interview requests from the evaluation committee may result in rejection of that Offeror's proposal.

8.6 Final Evaluation

Based on the information obtained through any confirmation or verification inquiries, reference checks or interview process, the evaluation committee will review their evaluations and unilaterally make adjustments to their respective scores.

The evaluation committee's scoring will be tabulated by the evaluation committee administrator and Proposals again ranked based on the numerical scores assigned. If no further criteria was or is to be considered, the evaluation committee administrator may proceed to open and score the pricing proposal portions of the offers and tabulate final scores.

Prior to the procurement administrator's issuance of a "Notice of Intent to Award," all evaluations and score tabulation results remain strictly confidential between evaluation committee members and evaluation committee procurement administrator.

8.7 Evaluation Summary

Proposals will be evaluated and scored using the methodology described below. Technical factors are: *Professional Competence*, *Capacity*, and *Experience*. *Price* is rated solely by the evaluation committee Chair.

A. EVALUATION FACTORS (CRITERIA) - A total score of 100 points is possible.

Professional Competence (Maximum 20 points) - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements.

Capacity (Maximum 25 points) - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work.

Experience (Maximum 25 points) - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.

Price (Maximum 30 Points) - The competitiveness of the offered prices.

B. RATINGS FOR EACH TECHNICAL EVALUATION FACTOR - Each evaluator will rate each evaluation factor for each Offeror. This is done by first determining the rating which the evaluator will assign for the factor being rated. Second, by multiplying the numerical percentage value assigned to that value by the weight (points) assigned to that evaluation factor to arrive at the individual factor's computed numerical value. The sum total of all such computed values (sum value of all factors) will equal 70 points or less (price is scored separately at a maximum value of 30 points).

C. RATING DESCRIPTIONS

Excellent – Outstanding level of quality; the proposal indicates an exceptional approach and understanding of the requirement; significantly exceeds the minimum requirements in all respects; has a high probability of success (low risk of unsuccessful performance); no significant weaknesses. **Value is 100 percent of total point score available for the evaluation factor.**

Good – Substantial response; proposal meets requirements and indicates a thorough approach and understanding of the requirements; good probability of success (low risk of unsuccessful performance); strengths outweigh weaknesses. **Value is 80 percent of total point score available for the evaluation factor.**

Acceptable – The proposal meets requirements and indicates an adequate approach and understanding of the requirements; strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. **Value is 50 percent of total point score available for the evaluation factor.**

Marginal – The proposal lacks essential information and does not demonstrate an adequate approach or understanding of the requirements. Proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. **Value is 20 percent of the total point score available for the evaluation factor.**

Unacceptable – The proposal fails to meet minimum requirements; there is little likelihood of success; needs major revision to be made acceptable. **Value is zero percent of the total point score available for the evaluation factor.**

D. PRICE SCORING - The Procurement Administrator will evaluate pricing Proposals and assign scores to each Offeror based upon the sum total of the offered Hourly Service Rate (HSR) for the base and each option years (i.e., HSR for Year 1 & 2 + HSR for Year 3 + HSR for Year 4 + HSR for Year 5 = Total HSR). Price points will be assigned as follows:

- Lowest total price (including option years) – 100% of 30 points
- Second lowest price (including options years) – 80% of 30 points
- Third lowest price (including option years) – 60% of 30 points
- Fourth lowest price (including option years) – 40% of 30 points
- Fifth lowest price (including option years) – 20% of 30 points
- Sixth and lower (including option years) – 10% of 30 points

SAMPLE SCORING SCENARIO (following consensus scoring)

OFFEROR A

Competence	Good	20 points x .80	=	16 points
Capacity	Excellent	25 points x 1.0	=	25 points
Experience	Good	25 points x .80	=	20 points
Total Technical Evaluation Score			**=**	**61 points**
Price	Points assigned for lowest total price		=	30 points
Total Evaluated Score for Offeror A		(61 + 30)	=	**91 points**
Offeror Ranking				**First**

OFFEROR B

Competence	Excellent	20 points x 1.0	=	20 points
Capacity	Good	25 points x .80	=	20 points
Experience	Good	25 points x .80	=	20 points

Total Technical Evaluation Score		=	**60 points**
Price	Points assigned for second lowest total price	=	24 points
Total Evaluated Score for Offeror A	(60 + 24)	=	**84 points**
Offeror Ranking			**Second**

8.8 Contract Award

A. **Proceed with Award.** The award may be granted to the highest responsive, responsible scored proposal (technical and price) in accordance with the final tabulation of all scoring elements and without clarifications, discussions, or negotiations; OR

B. **Schedule oral presentations.** With prior WisDOT approval AND BEFORE pricing Proposals are opened, Offerors will be provided with a list of questions or issues concerning their Proposals which require explanation or clarification and scheduled for oral presentations to address such issues concerning their Proposals.

Oral presentations are for explanation or clarification purposes only and Offerors will not be permitted to revise their Proposals. Presentations will NOT be scored. After such presentations, the Administrator/Chair will open and evaluate the attendant pricing Proposals to determine the apparent successful Offeror; OR

C. ***Schedule negotiations*.** With prior WisDOT approval, the Municipality may choose to negotiate any outstanding conditions, exceptions, reservations, or understanding to any of the contractual requirements, including any pricing issues, with a "short" list of the top-ranked (usually no more than three offerors).

This "short" list is determined after the Procurement Administrator has opened pricing Proposals and made a clear point demarcation between offerors who have made the "short" list and those who have not. Following negotiations, offerors would be required to submit a sealed "Best and Final Offer" (BAFO) which would reflect any modifications made to their Proposals as a result of the negotiations.

The evaluation committee would conduct a final technical evaluation and the Procurement Administrator would evaluate any revised pricing Proposals before making a determination of the apparent successful Offeror.

8.9 Notification of Intent to Award

All Offerors will be notified in writing of the intent to award a contract as a result of the selection process described in this RFP.

8.10 Appeals Process

A. Notices of an "intent to protest" and "protests" must be submitted in writing to the Procurement Administrator identified on the Cover Sheet of this solicitation. A copy of such documents must simultaneously be sent to the *Transit Procurement Manager, 4822 Madison Yards Way, Sixth Floor South, Madison, WI 53705*

B. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and identify specific statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.

C. Protests can be filed at any point through the solicitation process. However, a written notice of **"**intent to protest**"** must be filed with and received by the Procurement Administrator no later than five (5) working days after the Notice of Intent to Award is issued.

D. The complete written **"**protest**"** must be provided to the same addressees, (as provided above for the written "intent to protest") within (10) working days after the Notice of Intent to Award is issued.

E. The Procurement Administrator will issue a decision on the protest within 5 working days of receiving the written protest. A copy of the decision will be provided to the WisDOT Transit Procurement Manager.

F. If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the

issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

9.0 CONTRACT ADMINISTRATION INFORMATION

9.1 Contract Administrator

The authorized individual responsible for administering this contract after award is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

9.2 Technical Administrator

The individual authorized to address any technical or specification issue, or other work or performance requirements under this contract is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

(Note: This person is NOT authorized to make any changes to the contract but may request any necessary contract modifications from the person identified in 9.1, above).

9.3 Inspection Administrator

The individual and office designated to inspect and accept all contract deliveries and to certify that invoices are proper for payment is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

9.4 Contract Payment Administrator

The individual and office responsible for making contract payments is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

10.0 CONTRACT CLAUSES (SEE APPENDIX I FOR FEDERAL CLAUSES FOR FEDERAL CONTRACTS)

The Agency reserves the right to negotiate the following terms and conditions when it is in the best interest of the agency to do so. Vendors may not submit their own Contract document as a substitute for the Agency's Terms and Conditions.

Vendors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The State may or may not consider any of the Vendor's suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the State. **Pricing submitted should assume that no changes to these terms and conditions will be accepted.**

If a Contract document is executed as a result of this procurement, additional terms and conditions may be contained in that document and negotiated at that time.

10.1 Force Majeure

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

10.2 Hold Harmless/Imdemnifaction

The contractor agrees to protect, defend, and save the Issuing Agency, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Issuing Agency, under this agreement.

10.3 Payment Terms

Payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Issuing Agency is allowed 30 days to pay such invoices.

10.4 Contract Funding

To ensure the delivery of improved services and competitive pricing, to address potential performance issues, changes in technology or industry consolidation, the Agency reserves the right to negotiate the pricing and terms at the time of contract renewal.

As required by Wisconsin Statutes, continuance of a Contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations shall be without penalty.

10.5 Reference to Contract

The contract or purchase order number **MUST** appear on all invoices in order for the invoice to be considered a properly executed invoice. The contract number must also be identified on all packing lists, packages, and correspondence pertaining to the contract.

10.6 Shipping

Supplies shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

10.7 Assignment, Transfer and Subcontracting

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Issuing Agency.

10.8 Conformance with Contract

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract will be granted without prior written consent of the authorized individual in the Issuing Agency. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

10.9 Federal Funding and Special Requirements

Federal grant monies $100,000 fund this contract, in whole or in part (Section 5304). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements.

This includes, for purchases of rolling stock over $150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract.

A list of the Federal clauses and certifications applicable to this procurement is included at Part III, Section J, and the full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: http://www.nationalrtap.org/home.aspx

11.0 PROPOSAL PROCEDURE AND INSTRUCTIONS

11.1 Solicitation Examination

Vendors are responsible for examining all solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the Proposer/offeror.

Should the vendor find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the vendor shall promptly notify the procurement officer in writing.

The Proposer/offeror making such request will be solely responsible for its timely receipt by the authorized procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation that must be acknowledged by all Proposers/offerors when submitting their Proposals/offers.

11.2 Alteration of Solicitation Document

In the event of inconsistencies or contradictions between language contained in the solicitation document and a vendor's response, the language contained in the original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

11.3 Interpretations or Representations

The Issuing Agency assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are incorporated into a formal written addendum to the solicitation.

11.4 Satisfaction of Requirements

Requirements identified in this solicitation must be satisfied, or a functional equivalent Proposal submitted, which is acceptable to the Issuing Agency. Proposers who do not meet this criterion may be disqualified from further consideration.

A Proposer must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or in whole, may be cause for disqualification of the entire Proposal response. Any exceptions taken by the Vendor must be clearly identified on the Proposal forms.

11.5 U.S. Funds

All prices Proposal must be in U.S. dollars. All contract payments will be made in U.S. dollars.

11.6 Proposal Prices

The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this solicitation, but shall include all charges and expenses in connection with the packing of the products and their carriage to the designated place of delivery unless specifically excluded.

Proposal prices shall include any and all transportation costs. The Contractor will be paid upon submission of a proper invoice at the prices stipulated herein for products, and/or services delivered to and accepted by the Agency.

11.7 RFP Consideration of All Inherent Costs

Proposal prices must take into consideration all inherent costs of providing the services described in the RFP.

11.8 RFP Fixed Pricing

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the Agency and the Contractor. Contractor must provide supporting documentation when requesting price changes.

11.9 EXTENSION OF PROPOSAL PRICES

In the case of error in the extension of prices in the Proposal, the unit price will govern. In a lot Proposal, the lot price will govern.

11.10 Vendor Questions and Clarifications

Any questions, exceptions, or additions concerning this RFP must be submitted in writing on or before December 19 2025 to: Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the Question Due Date specified in section 3.0. Questions must be submitted to the Procurement Manager.

If at any time prior to the due date, a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor must immediately notify the Procurement Manager of the issue in writing and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or addendums will be posted on Vendor Net.

11.11 RFP Clarifications

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify (Ron Schuenke) at Ronald.Schuenke@wausauwi.gov via e-mail **NO PHONE CALLS.**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addendums or amendments will be provided via Vendor Net.

Proposers are encouraged to log into Vendor Net periodically during the RFP process. The person who is registered for the Proposer on Vendor Net should get an email any time a change is made to the RFP.

No phone calls, emails or other correspondence to other Agency staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal. All oral communications are unofficial. Proposers shall rely only on written statements issued by the Procurement Manager.

11.12 SOLICITATION AMENDMENTS

If the solicitation is amended, then all terms and conditions that are not modified remain unchanged. It is the Proposer's/offeror's responsibility to keep informed of any changes to the solicitation.

Proposers/offerors must sign and return with their Proposal/offer an Acknowledgment of Addendum for any addendum issued. In sealed Proposal procurements, PROPOSALS that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

11.13 LATE PROPOSALS AND PROPOSALS

Regardless of cause, late Proposals will not be accepted and will automatically be disqualified from further consideration. It is solely the vendor's risk to ensure delivery of proposals/offers at the designated office by the designated date and time. Late Proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed, if so requested.

11.14 Method of Proposal

Attachment A contains the Pricing proposal for this solicitation, and must be completed in full and returned at the time of Proposal. Vendors may not alter the Pricing proposal in any manner. **Alternate pricing formats will not be accepted and may result in disqualification of the Proposal.**

Pricing submitted must include all costs to furnish the services included in the Proposal, in accordance with the terms and conditions of this RFP, including labor, travel, and insurance. The following additional costs or fees are not allowed in any Proposal:

A. Delivery location fees

B. Small Order/Minimum Order fees

C. Special Order fees

D. Purchasing Card (P-Card) related charges

E. Return/Restocking fees

All prices must be quoted in U.S. Dollars.

11.15 Multiple Proposals

Multiple Proposals from a single Vendor will be permissible; however, each Proposal must conform fully to the requirements for response. Each such Proposal must be separately submitted and should be labeled as Proposal #1, Proposal #2, etc., on each page included in the response.

11.16 Incurring Costs

The costs for developing and delivering responses to this solicitation are entirely the responsibility of the Proposer/offeror. The Issuing Agency is not liable for any expense incurred by the Proposer/offeror in the preparation and presentation of their Proposal/offer or any other costs incurred by the Proposer/offeror prior to execution of a purchase order or contract.

11.17 Withdrawal of PROPOSALS

PROPOSALS shall be irrevocable until Contract award unless the Proposal is withdrawn. Vendors may withdraw a response at any time up to the Proposal closing date and time.

To accomplish this, the written request must be signed by an authorized representative of the Vendor and submitted to the Procurement Manager.

If a previously submitted response is withdrawn before the deadline for Proposal, the Vendor may submit another response at any time up to the Proposal closing date and time.

12.0 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS

12.1 Debarment

The contractor certifies, by submitting this Proposal or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

If the contractor cannot certify this statement, attach a written explanation for review by the Issuing Agency and WisDOT.

12.2 Registration and Licenses

The contractor certifies, by submitting this Proposal or proposal, that it is properly registered and licensed to conduct business within the State of Wisconsin and the local jurisdiction in which this solicitation is issued and any resultant contract awarded.

The contractor certifies that it will maintain any such certification and licensing requirement for the duration of any resultant contract. In addition, if the solicitation and contract requires the use of appropriately certified and/or licensed employees in the execution of the contract, (e.g., skilled trades such as electricians, etc.), the contractor certifies that it will ensure that such employees are and will remain properly registered and/or licensed for the term on any resultant contract.

12.3 Warranties

The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the Issuing Agency.

Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

12.4 Disadvantage Business Enterprise (DBE)

The current federal DBE program has been suspended by the U.S. Department of Transportation pursuant to interim final rule (FR Document 2025-19426, 90 FR 48116-48117). Accordingly, for federally funded proposals, no federal DBE program requirement will be applied.

13.0 PROPOSAL SUBMISSION

13.1 RFP General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a response.

Elaborate Proposals (e.g., expensive artwork, marketing materials) beyond that sufficient to present a complete and effective Proposal are not necessary or desired.

13.2 RFP Proposal Submittal

Refer to Section 4 and Section 13.5.

13.3 Email Submittal(s)

Email submittal(s) are also allowed in lieu of a physical response to the procurement Vendor is submitting their response through email, the submittal must include all required documentation organized and named as detailed in this RFP.

Email submissions must be submitted to: Ronald.Schuenke@wausauwi.gov

If the submission is too large of a file to submit via email, the required files may be submitted via multiple emails that clearly identify the Vendor and their Bid response.

All responses MUST be received no later than Submission Due Date and Time. The timestamp on the email as it is received by the agency will be the submittal time. **Proposals received after the submittal time will be considered late and rejected.**

13.4 RFP Pricing Proposal Submission

Refer to Section 4 and Section 13.5.

13.5 RFP Proposal Organization and Format

Unless specifically requested, promotional literature is not desired and will not be considered to meet any of the requirements of this RFP.

Only information that can be identified as a trade secret, proprietary and confidential on the designated form will be treated as such. **Proposer shall not label or identify their entire Proposal as confidential**.

Tab 1 - Table of Contents: Provide a table of contents for the Proposal submitted.

Tab 2 – RFP Cover Sheet, Signature Page and Required Forms: Provide a transmittal letter that clearly identifies all of the following:

A. Proposer's organization information:
    a. Name and title of Proposer representative;
    b. Name and address of company;
    c. Telephone number, fax number, and email address.
B. A signed and completed Proposal Signature Page – Appendix B
C. A confirmation that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements; and
D. A confirmation of Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect; and
E. A statement acknowledging the Proposal conforms to all requirements of the Agency including procurement rules and procedures articulated in this RFP; and
F. Failure to provide the following forms/responses with your proposal submittal may disqualify your bid:
    - APPENDIX B – SIGNATURE PAGE
    - APPENDIX C - AFFIDAVIT OF NON-COLLUSION
    - APPENDIX D – PROPOSER INFORMATION

- APPENDIX E – REFERENCES
- APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
- APPENDIX I - FEDERAL CLAUSES FOR FEDERAL CONTRACTS
- APPENDIX K – INSURANCE
- APPENDIX L - RECORD KEEPING

Contract Deliverables Provide the information and documentation specified in this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Proposal Content Provide the information and documentation specified in this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Appendix G – STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016)) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)) The State of Wisconsin Standard Terms and Conditions DOA – 3054 and Supplemental Standard Terms and Conditions for Procurements for Services DOA – 3681 shall apply to this solicitation and subsequent award, in addition to the Terms and Conditions specified in this solicitation.

The attachment provided with the RFP represents the Contract terms and conditions which the Agency expects to execute with each successful Proposer(s).

The Proposer may not submit its own contract document as a substitute for these terms and conditions. Proposer responses to provisions shall be consistent with its response to all other sections of this RFP.

Under Separate Cover/Coverpage/File – Pricing Proposal: Provide price information as directed in Appendix A. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed excel format may result in disqualification of the Proposal. **No mention of the Pricing Proposal is permissible in the response to any other section of the RFP.**

Under Separate Cover/Coverpage/File – Financial Stability Documentation: Proposers responding to this RFP must be able to substantiate their financial stability by submitting either a letter from proposer's bank or auditor verifying financial stability. Financial statements and documents should NOT accompany the bank/auditor letter that the Offeror submits under this separate cover. The Agency may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

13.6 RFP Presentations and Demonstrations

Top scoring Proposer(s) based on an evaluation of the written Proposal may be required to participate in a presentation and/or Demonstration to support and clarify Proposal(s), if requested by the Agency. The presentations and/or Demonstrations will be scheduled and held after receipt of the Proposals to provide an opportunity for the Proposer to clarify its Proposal and for the evaluation committee to ask questions. Proposer representative(s) attending the oral presentation or demonstration shall be technically qualified to respond to questions related to the Proposal and its components. The Agency will furnish specific details concerning the presentations or demonstrations and any required materials at the time it notifies Proposers of the presentation schedule.

The Agency shall make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. The State requires that those individuals designated by the Proposer as Key Personnel attend the presentation in person. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of its Proposal.

13.7 Late Proposals, Proposal Modifications, or Proposal Withdrawals

The Proposer assumes the sole risk and responsibility for assuring delivery of a Proposal, Proposal modification, or Proposal withdrawal at the designated office by the designated date and time set for Proposal closing. In general, any Proposal, modification, or Proposal withdrawal received at the office designated in the solicitation after the exact time specified for receipt of PROPOSALS is "late" and will not be considered.

Acceptable evidence to establish the time of receipt at the designated office includes the time/date stamp applied to the Proposal envelope or package by the agency, other documentary evidence of receipt maintained by the agency, or oral testimony or written statements by agency personnel.

A. A late modification of an otherwise successful Proposal, that makes its terms more favorable to the agency, may be considered at any time it is received and may be accepted.

B. Proposals may be withdrawn by written notice received at any time before the exact time set for receipt of PROPOSALS. A Proposal may be withdrawn in person by a Proposer or its authorized representative if, before the exact time set for receipt of PROPOSALS, the identity of the person requesting withdrawal is established and the person signs a receipt for the Proposal.

C. Proposals that arrive unpackaged or unsealed shall not be accepted.

13.8 Authorized Signature

An individual authorized to legally bind the business submitting the Proposal must sign the solicitation. The Proposer's/offeror's name, title, and signature on a Proposal/offer in response to the solicitation guarantees that the Proposal/offer has been established without collusion and without effort to preclude the Issuing Agency from obtaining the best possible supply or service.

13.9 Descriptive Literature

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each Proposal. The Issuing Agency reserves the right to examine products further to determine compliance with the stated specifications.

13.10 RFP Complete Responses

Proposal responses to each of the requests for information and requirements in the numbered sections shall be in the same sequence and numbered as the RFP. Responses must be concise yet complete.

Do not simply restate the Requirement verbatim as the response to a Requirement. If the RFP calls for a process description, include a process map as well as the frequency at which that

map will be updated. Proposer shall not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the requirement or question.

13.11 Vendor References

The Agency will determine which, if any, references to contact and reserves the right to exclude a Vendor from further consideration at any point during the solicitation process should The Agency determine that one or more references are unsatisfactory, inadequate, or inappropriate.

14.0 SELECTION AND AWARD PROCESS

14.1 Preliminary Review and Acceptance of Proposal

All PROPOSALS will be reviewed by the Procurement Manager to ensure compliance with submittal requirements. The Agency shall be the sole judge as to Vendors' compliance with the Proposal instructions.

PROPOSALS that do not comply with Vendor Qualifications or Mandatory Specifications ***will be*** disqualified. PROPOSALS that do not comply with Contract Terms and Conditions ***may*** be disqualified. AGENCY in its sole discretion retains the right to accept or reject any or all PROPOSALS, or accept or reject any part of a Proposal, if deemed to be in the best interest of the State.

14.2 RFP Evaluation Committee

An evaluation committee for this RFP shall consist of individuals who, in the Agency's sole judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring Proposals. Subject Matter Experts (SMEs) may be used to provide additional expertise (e.g. technical and functional subject matter expertise, administrative and procurement knowledge) to the evaluation committee. SMEs are a non-scoring individuals or ad/hoc group that serves only as technical advisors to the evaluation committee.

14.3 RFP Accepted Proposals

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all

Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Proposal response that the Proposer can meet the requirements stated may cause the rejection of the Proposal.

The committee may review references, request presentations and demonstrations, and use those results in scoring the Proposals. Evaluation and selection of the Contractor, as well as any subsequent negotiations, will be based on the information submitted in the Proposals, references, requested presentations, and product and service demonstrations.

The Agency reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposer's Proposal.

14.4 RFP Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer(s) after the original evaluation process is complete. Alternatively, the highest proposer or proposers in the competitive range may be requested to submit best and final offers. If the Agency requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer(s) following that process. However, a proposer should not expect that the Agency will request a best and final offer.

14.5 CONTRACT AWARD

The Issuing Agency will evaluate PROPOSALS in response to this solicitation without discussions and will award a fixed-price contract to the responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to the Agency considering only price and the price-related factors specified elsewhere in the solicitation.

A. The Agency may—

   a. Reject any or all PROPOSALS;

   b. Accept other than the lowest Proposal; and

   c. Waive informalities or minor irregularities in PROPOSALS received.

B. The Agency may accept any item or group of items of a Proposal, unless the Proposer qualifies the Proposal by specific limitations. Unless otherwise provided in the Schedule, PROPOSALS may be submitted for quantities less than those specified. The Agency reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Proposer specifies otherwise in the Proposal.

C. A written award or acceptance of a Proposal mailed or otherwise furnished to the successful Proposer within the time for acceptance specified in the Proposal shall result in a binding contract without further action by either party.

D. The Agency may reject a Proposal as nonresponsive if the prices Proposal are materially unbalanced between line items or subline items. A Proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Proposal will result in the lowest overall cost to the Agency even though it may be the low evaluated Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

APPENDIX B

Proposal Signature Page

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of PROPOSALS to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our Proposal.

Name of Authorized Company Representative	Title	Phone

Signature of Above	Date	Email

APPENDIX C

AFFIDAVIT OF NON-COLLUSION

Solicitation Number

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);

2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and

4. I certify that the statements in this affidavit are true and accurate.

Name of Authorized Company Representative	Title	Phone

Signature of Above	Date	Email

APPENDIX D

PROPOSER INFORMATION

Proposing Company/Org. Name					
FEIN		**UEI**			
Phone					
Email					
Address					
City		**State**		**Zip + 4**	

Contact person for questions concerning this proposal					
Title					
Phone					
Email					
Address					
City		**State**		**Zip + 4**	

Contact person for Human Resources and/or Civil Rights					
Title					
Phone					
Email					
Address					
City		**State**		**Zip + 4**	

Contact person for all Purchase Orders and Billing					
Title					
Phone					
Email					
Address					
City		**State**		**Zip + 4**	

APPENDIX E

REFERENCES

Vendor:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page. **WisDOT employees must not be listed as references.**

Company Name	
Address (include Zip + 4)	
Contact Person	
Email Address	
Phone Number	
Product(s) Used and/or Service(s) Provided	

Company Name	
Address (include Zip + 4)	
Contact Person	
Email Address	
Phone Number	
Product(s) Used and/or Service(s) Provided	

Company Name	
Address (include Zip + 4)	
Contact Person	
Email Address	
Phone Number	
Product(s) Used and/or Service(s) Provided	

Company Name	
Address (include Zip + 4)	
Contact Person	
Email Address	
Phone Number	
Product(s) Used and/or Service(s) Provided	

APPENDIX F

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/proposal, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, form not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the bid/proposal response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name of Authorized Company Representative	Title	Phone

Signature of Above	Date	Email

APPENDIX G

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

1**.0** **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 **PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 **ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages

received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

APPENDIX H

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less

than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

APPENDIX K

Insurance

Describe the Offeror's current liability insurance program:

Provide the name of all insurance companies which currently provide the Offeror

Name of Company	Type

Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in **this RFP?**

Yes ☐ No ☐

APPENDIX L

RECORD KEEPING

Briefly describe the Offeror's record-keeping capabilities as they relate to this contract.

Be sure to include:

- Reimbursement request process
    - Tracking and providing eligible costs to WisDOT based on budgets and Scope of Work
    - How driver logs and trips are tracked
- Audits
- Cash Management
    - How are fares collected and internal processes in counting cash and keeping it safe

Insert text here:

KUENY ARCHITECTS

City of Wausau, WI

Wausau Area Transit System

Request for Proposal #WFS2026

Facility Condition Assessment and Feasibility Study

January 05, 2026

Kueny Architects, L.L.C.
10505 Corporate Drive, Suite 100
Pleasant Prairie, Wisconsin 53158

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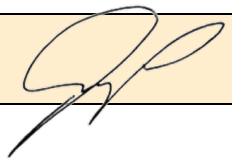
APPENDIX B

Proposal Signature Page

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of PROPOSALS to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our Proposal.

Name of Authorized Company Representative	Title	Phone
Jon Wallenkamp	Partner/Principal	(262) 857-8101

Signature of Above	Date	Email
	01/05/26	jonw@kuenyarch.com

APPENDIX C

AFFIDAVIT OF NON-COLLUSION

Solicitation Number	WFS2026

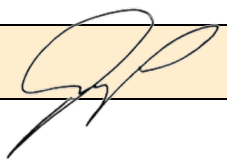
I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);

2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and

4. I certify that the statements in this affidavit are true and accurate.

Name of Authorized Company Representative	Title	Phone
Jon Wallenkamp	Partner/Principal	(262) 857-8101
Signature of Above	**Date**	**Email**
	01/05/26	jonw@kuenyarch.com

APPENDIX D

PROPOSER INFORMATION

Proposing Company/Org. Name	Kueny Architects LLC				
FEIN	39-1979009	**UEI**	N/A		
Phone	(262) 857-8101				
Email	Jonw@kuenyarch.com				
Address	10505 Corporate Drive, Suite 100				
City	Pleasant Prairie	**State**	WI	**Zip + 4**	53158-1605

Contact person for questions concerning this proposal	Jon Wallenkamp				
Title	Partner/Principal				
Phone	(262) 857-8101				
Email	Jonw@kuenyarch.com				
Address	10505 Corporate Drive, Suite 100				
City	Pleasant Prairie	**State**	WI	**Zip + 4**	53158-1605

Contact person for Human Resources and/or Civil Rights	John Schmidbauer				
Title	Partner				
Phone	(262) 857-8101				
Email	Johns@kuenyarch.com				
Address	10505 Corporate Drive, Suite 100				
City	Pleasant Prairie	**State**	WI	**Zip + 4**	53158-1605

Contact person for all Purchase Orders and Billing	Monica Santos				
Title	Administrative, Assistant				
Phone	(262) 857-8101				
Email	monica@kuenyarch.com				
Address	10505 Corporate Drive, Suite 100				
City	Pleasant Prairie	**State**	WI	**Zip + 4**	53158-1605

APPENDIX E

REFERENCES

Vendor: Kueny Architects, LLC

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page. **WisDOT employees must not be listed as references.**

Company Name	City of Oshkosh Transportation
Address (include Zip + 4)	926 Dempsey Trail Oshkosh, WI 54902-3489
Contact Person	Jim Collins
Email Address	jcollins@oshkoshwi.gov
Phone Number	(920) 232-5342
Product(s) Used and/or Service(s) Provided	Architectural and Engineering Services

Company Name	Kenosha County
Address (include Zip + 4)	625 52nd St, Kenosha, WI 53140-3480
Contact Person	Frank Martinelli
Email Address	Frank.Martinelli@kenoshacounty.org
Phone Number	(262) 818-5129
Product(s) Used and/or Service(s) Provided	Architectural and Engineering Services

Company Name	City of West Allis
Address (include Zip + 4)	7525 W Greenfield Ave., West Allis WI 53214-4648
Contact Person	Melinda K. Dejewski, P.E.
Email Address	mdejewski@westalliswi.gov
Phone Number	(414) 302-8374
Product(s) Used and/or Service(s) Provided	Architectural and Engineering Services

Company Name	City of Appleton Valley Transit System
Address (include Zip + 4)	801 S. Whitman Avenue Appleton,WI 54914-4649
Contact Person	Ronald C. McDonald
Email Address	ronald.mcdonald@appletonwi.gov
Phone Number	(920) 832-5800
Product(s) Used and/or Service(s) Provided	Architectural and Engineering Services

APPENDIX F

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/proposal, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, form not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

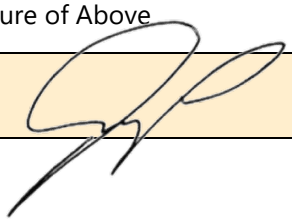
We request that the following pages not be released:

Section	Page Number	Topic
N/A	N/A	N/A

In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the bid/proposal response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name of Authorized Company Representative	Title	Phone
Jon Wallenkamp	Partner/Principal	(262) 857-8101

Signature of Above	Date	Email
	01/05/2026	jonw@kuenyarch.com

Federal Clauses

for

Federal Contracts

Prepared by the Wisconsin Department of Transportation Bureau of Transit, Local Roads, Railroads and Harbors

Effective Date: October 3, 2025

Table of Contents

Overview: All Federal Clauses in this document apply to this solicitation and subsequent award, in addition to the *Terms and Conditions* specified in this solicitation. By submitting a response to this solicitation, the Bidder is agreeing to all Federal Clauses included in this document.

Instructions: Review all the Federal Clauses and sign the Federal Clauses that require a "Bidder Signature". Bidders must attach this Federal Clauses document to the bid submission, along with the required signatures specified in the table below.

No.	TITLE	BIDDER SIGNATURE REQUIRED
1	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	-
2	**LOBBYING**	**YES**
3	**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**	**YES**
4	**TAX LIABILITY CERTIFICATION**	**YES**
5	**PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**	**YES**
6	NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)	-
7	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	-
8	FLY AMERICA REQUIREMENTS	-
9	CHARTER BUS REQUIREMENTS	-
10	SCHOOL BUS REQUIREMENTS	-
11	CARGO PREFERENCE REQUIREMENTS	-
12	SEISMIC SAFETY REQUIREMENTS	-
13	ENERGY CONSERVATION REQUIREMENTS	-
14	CLEAN WATER REQUIREMENTS	-
15	ACCESS TO RECORDS AND REPORTS	-
16	FEDERAL CHANGES	-
17	BONDING REQUIREMENTS	-
18	CLEAN AIR	-
19	RECYCLED PRODUCTS	-
20	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	-
21	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	-
22	EQUAL EMPLOYMENT OPPORTUNITY	-
23	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	-
24	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	-
25	TERMINATION	-
26	PRIVACY ACT	-
27	CIVIL RIGHTS REQUIREMENTS	-
28	BREACHES AND DISPUTE RESOLUTION	-
29	PATENT AND RIGHTS IN DATA	-
30	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	-

31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	–
32	DRUG AND ALCOHOL TESTING	–
33	SAFE OPERATION OF MOTOR VEHICLES	–
34	ADA ACCESS	–
35	VETERANS EMPLOYMENT	–
36	FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES	–
37	TRAFFICKING IN PERSONS	–
38	SOLID WASTES (RECOVERED MATERIALS)	–
39	DOMESTIC PREFERENCE FOR PROCUREMENT	–

1. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

Federal grant monies ($80,000) fund this contract, in whole or in part (Section 5304). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over $150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: http://www.nationalrtap.org/ .

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2. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for Third Party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

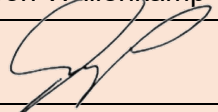
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Kueny Architects LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any

Date	01/05/2026
Name of Contractor's Authorized Official	Jon Wallenkamp
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Partner/Principal
Company Name	Kueny Architects LLC

3. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

CFR part 180
CFR part 1200
CFR § 200.213
CFR part 200 Appendix II (I) Executive Order 12549
Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

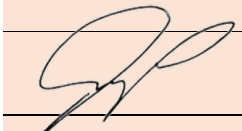
A. Debarred from participation in any federally assisted Award;
B. Suspended from participation in any federally assisted Award;
C. Proposed for debarment from participation in any federally assisted Award;
D. Declared ineligible to participate in any federally assisted Award;
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined

by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date	01/05/2026
Name of Contractor's Authorized Official	Jon Wallenkamp
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Partner/Principal
Company Name	Kueny Architects LLC

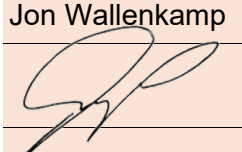
4. TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Date	01/05/2026
Name of Contractor's Authorized Official	Jon Wallenkamp
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Partner/Principal
Company Name	Kueny Architects LLC

5. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
Section 889

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

(a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or

(b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Date	01/05/2026
Name of Contractor's Authorized Official	Jon Wallenkamp
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Partner/Principal
Company Name	Kueny Architects LLC

6. NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

4) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

5) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

6) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has

knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The current federal DBE program has been suspended by the U.S. Department of Transportation pursuant to interim final rule (FR Document 2025-19426, 90 FR 48116-48117). Accordingly, for federally funded proposals, no federal DBE program requirement will be applied.

---

8. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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9. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts. Applicability to

Micro-Purchases: Micro-purchases are defined as those purchases under $10,000.
These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.

Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

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10. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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11. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be

involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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12. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49
CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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13. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
2 CFR Part 1201

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all Third-Party contractors and their

contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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14. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water –

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding $50,000 financed in whole or in part with Federal assistance provided by FTA.

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15. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).

G. FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) ($250,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
Contracts above $100,000/Capital Projects	None unless[1] non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru[2] 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non- competitive award
Non-State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) ($250,000)	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
Contracts above $100,000/Capital Projects	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority:49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

16. FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

17. BONDING REQUIREMENTS

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding $250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

1) 50% of the contract price if the contract price is not more than $1 million;

2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or

3) $2.5 million if the contract price is more than $5 million.

D. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in Third Party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

A. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and

listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

B. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by **(Recipient)** as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and **(Recipient's)** total damages, so as to make **(Recipient)** whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

A. Performance bonds

1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the **(Recipient)** determines that a lesser amount would be adequate for the protection of the (Recipient).

2) The **(Recipient)** may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

B. Payment bonds

1) The penal amount of the payment bonds shall equal:

i. Fifty percent of the contract price if the contract price is not more than $1 million.

ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

iii. Two and one half million if the contract price is more than $5 million.

2) If the original contract price is $5 million or less, the **(Recipient)** may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the **(Recipient's)** interest.

A. The following situations may warrant a performance bond:

1) **(Recipient)** property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2) A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3) Substantial progress payments are made before delivery of end items starts.

4) Contracts are for dismantling, demolition, or removal of improvements.

B. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2) The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

C. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

D. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1) The penal amount of payment bonds shall equal:

i. Fifty percent of the contract price if the contract price is not more than $1 million;

ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

A. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents.

All work not so conforming to these standards shall be considered defective. If required by the **[Project Manager],** the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty

workmanship during the period of the guarantee at no cost to **(Recipient).** As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment **[as provided in Item X below],** furnish separate Maintenance (or Guarantee) Bonds in form acceptable to **(Recipient**) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract.

These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

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18. CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed $150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

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19. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language - Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)

(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding

The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project).

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC

3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than $100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language - Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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22. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over

$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language:

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*.,

B. Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,

C. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and

D. Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

A. Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
    1. Race,
    2. Color,
    3. Religion,
    4. National origin,
    5. Disability,
    6. Age,
    7. Sexual origin,
    8. Gender identity, or
    9. Status as a parent, and

B. Affirmative Action. Take affirmative action that includes, but is not limited to:
    1. Recruitment advertising, recruitment, and employment,
    2. Rates of pay and other forms of compensation,
    3. Selection for training, including apprenticeship, and upgrading, and
    4. Transfers, demotions, layoffs, and terminations, but

C. Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and **Equal Employment Opportunity Requirements for Construction Activities.**

In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third-Party Participant will comply, with:

A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. chapter 60, and

B. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

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23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable,

the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal

Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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25. TERMINATION

2 CFR Part 1201
2 CFR 200

FTA Circular 4220.1G

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

A. Termination for Convenience (General Provision) The **(Recipient)** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to **(Recipient)** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **(Recipient),** the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

B. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **(Recipient)** may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the **(Recipient)** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure (General Provision) The **(Recipient)** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

   If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within **[ten (10) days**] after receipt by Contractor of written notice from (**Recipient)** setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that **(Recipient)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **(Recipient)** shall not limit **(Recipient)'s** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

E. Termination for Convenience (Professional or Transit Service Contracts) The **(Recipient),** by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

F. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

G. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the **(Recipient),** protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and **(Recipient)** shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the **(Recipient).**

H. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the

fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, **within [10] days** from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the **(Recipient),** the delay is excusable, the time for completing the work shall be extended. The judgment of the **(Recipient)** shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

   If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

I. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

   If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

   If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

J. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the **(Recipient),** or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

   If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

   If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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26. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each Third Party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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27. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

The following requirements apply to the underlying contract:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

   1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all

applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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28. BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201
FTA Circular 4220.1G

Applicability to Contracts: All contracts in excess of $250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA Third Party contracts.

A. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within **[ten (10)]** days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide be the decision.

B. **Performance During Dispute** - Unless otherwise directed by **(Recipient),** Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

E. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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29. PATENT AND RIGHTS IN DATA

2 CFR Part 1201

37 CFR Part 401
49 CFR Part 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

(1) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained.

If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

1) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

2) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases, except for construction contracts over $2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection

(1) however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a) or

(2) for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1G

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases, except for construction contracts over $2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements.

A. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655.

B. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules.

C. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses - Drug and Alcohol Testing

The contractor agrees to:

A. Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".

B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.

C. Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

33. SAFE OPERATION OF MOTOR VEHICLES
23 U.S.C. part 402
Executive Order No. 13043 Executive Order No. 13513
U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded Third Party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each Third Party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each Third Party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its Third Party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all Third Party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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34. ADA ACCESS
49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all Third Party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made

in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

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35. VETERANS EMPLOYMENT

FTA Circular 4220.1G (Chapter IV) 49 USC §5325(K)

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

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36. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The **AGENCY** and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the **AGENCY**, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.

Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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37. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

A. Engage in severe forms of trafficking in persons during the Contract Term;

B. Procure a commercial sex act during the Contract Term; or

C. Use forced labor in the performance of the Contract. Contractor shall inform **AGENCY** immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section**. AGENCY** may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the **AGENCY**

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38. SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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39. DOMESTIC PREFERENCE FOR PROCUREMENT
(2 CFR 184, 2 CFR 200.322 & 2 CFR Appendix II (L))

Contract must comply with 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

APPENDIX K

Insurance

Describe the Offeror's current liability insurance program:

All liability insurance through Hartford Underwriters Insurance Company. Refer to attached Certificate of Liability Insurance.

Provide the name of all insurance companies which currently provide the Offeror

Name of Company	Type
Commercial General Liability, Automobile Liability and Umbrella Liability	Hartford Underwriters Insurance Company
Workers Compensation and Employers' Liability	Hartford Casualty Insurance Company
Professional Liability Claims	Hartford Fire Insurance Company

Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in **this RFP?**

Yes		No	X

APPENDIX L

RECORD KEEPING

Briefly describe the Offeror's record-keeping capabilities as they relate to this contract.

Be sure to include:

- Reimbursement request process
    - Tracking and providing eligible costs to WisDOT based on budgets and Scope of Work
    - How driver logs and trips are tracked
- Audits
- Cash Management
    - How are fares collected and internal processes in counting cash and keeping it safe

Insert text here:

Kueny Architects is a Limited Liability Company. All financial record keeping is done by the partners.

Transmittal Page

Per page 42 instructions, this transmittal page identifies the following information, specifically:

A. Provide proposer's organization information.
   a. Name and title of Proposer representative: *Jon Wallenkamp*
   b. Name and address of company: Kueny Architects LLC 10505 Corporate Drive, Suite 100, Pleasant Prairie, WI 53158
   c. Telephone number, fax number, and email address: *(262) 857-8101, Fax (262) 857-8103, jonw@kuenyarch.com*

B. Provide a signed and completed Personal Signature Page Appendix B: *See Page 13 of proposal.*

C. Provide a confirmation that the information contained in the offeror's proposal is accurate and complete as the date of submission; that the information is true and reasonably verifiable as the date of submission; and the Offeror is willing to comply with all contractual requirements: *As directed by the RFP, all information in this proposal is accurate and complete as of the date of submission and our Team is willing to comply with all stated contractual requirements.*

D. Provide confirmation of acknowledgement the receipt of RFP addenda: *None has been issued.*

E. Provide a statement acknowledging the proposal conforms to all requirements of the agency including procurement rules and procedures articulated in the RFP*: To the best of our knowledge, we have provided the necessary documents and responses to satisfy the requirements of this RFP # WFS2026.*

7.1 – 7.5. Letter of Interest

January 05, 2026

Ron Schuenke Wausau Metro Ride Transit Director
420 Plumer Street
Wausau, WI 54403
715-261-6565 Ronald.Schuenke@wausauwi.gov

Regards **RFP #WFS2026, Facility Condition Assessment & Feasibility Study**

City of Dubuque, Jule Transit (FTA Funded)

Dear Selection Team,

Thank you for the opportunity to present our architectural and engineering services to the City of Wausau. Enclosed, you will find our response to your Request for Proposal. **As the preeminent leader in the field of municipal planning, our firm, Kueny Architects L.L.C.** has delivered numerous Transit projects ranging in size from 3,000 square feet to over 100,000 square feet across the Midwest. In Wisconsin and Iowa, some of our current and past **Transit Facility Planning** projects include:

Madison Metro **Valley Transit Appleton** **Oshkosh Go Transit** **Davenport Citi Bus** **Dubuque-Jule**

We understand the City is looking to develop a new or renovated Transit Facility to house a battery electric fleet at its current Plumer Street location or at a new site. I encourage you to contact any of our references listed in this response and to take a tour of some of our past and present City and County facilities. For your information, we recently completed the **Village of Weston Municipal Services Center** and are currently designing a new Transit Facility for Go Transit in Oshkosh. Past clients can attest to our reputation for delivering high quality professional services For your review, We look forward to discussing this proposal further.

Very Truly Yours,

Jon P. Wallenkamp, AIA ALA, Partner

7.1 – 7.5. Firm Profile – General Information

KUENY ARCHITECTS, L.L.C.

10505 CORPORATE DRIVE – SUITE 100, PLEASANT PRAIRIE, WI 53158
PHONE: (262) 857-8101 FAX: (262) 857-8103

PRINCIPALS:
JON P. WALLENKAMP, AIA, ALA – **Project Manager** – 100% Involvement, Contact
JOHN F. SCHMIDBAUER, PE – Structural Engineer

Kueny Architects was born out of a private practice founded in 1959 by Robert M. Kueny. In 2000, Mr. Kueny established Kueny Architects, LLC so that his practice and love of architecture would continue. The current principals of the firm had worked for Robert for over a decade at the time.

In the six decades of existence, this office has completed hundreds of projects in and out of the Kenosha Area. Our **Project Team** consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, who have been working together for over 34 years. **They have produced all the projects included in this proposal.** Our Civil and MEP Sub-Consultants have been on our Team for several years providing cost effective solutions for Municipalities across the Midwest.

INSURANCE COVERAGE:

Workers Compensation
Hartford Insurance Company (The Hartford)
Statutory Limits of Wisconsin
Employer's Liability (per accident): $ 1,000,000
Disease (per employee): $ 1,000,000
Disease Policy Limit: $ 1,000,000

Professional Errors & Omissions:
Hartford Insurance Company (The Hartford)
$ 5,000,000 / occurrence; $ 5,000,000 aggregate

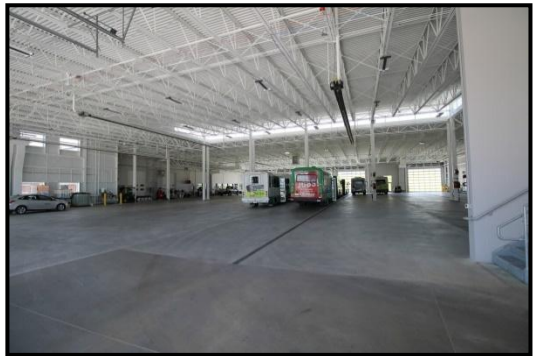
Business Owners Insurance:
Hartford Insurance Company (The Hartford)

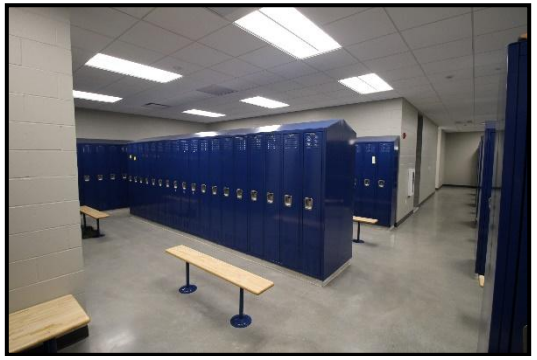
General Aggregate: $ 2,000,000
Products – Completed Operations: $ 3,000,000
Each Occurrence: $ 1,000,000
Medical Expenses (any one person): $ 5,000
Personal/Advertising Injury: $ 1,000,000
Hired / Non-owned Auto: $ 1,000,000
Excess / Umbrella Liability: $ 5,000,000

7.6 Firm Qualifications & Experience

Kueny Architects LLC is a full service Architectural & Engineering firm located in southeastern Wisconsin. Founded in 1959 by local architect Robert M. Kueny. Kueny Architects has experience in a wide range of building types. Recently marking its 66th year, the firm has completed over four million square feet of Government Projects across the Midwest in the last 35 years. Our specific experience with these facilities can be seen in the successful projects shown in this proposal. We approach the planning and engineering of buildings with a philosophy that has not changed for 66 years!

Our **Project Team** consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, who have been working together for over 35 years. **They have produced all the projects included in this proposal.** Our Civil and MEP Sub-Consultants have been on our Team for several years providing cost effective solutions for Municipalities across the Midwest.





7.7 – 7.9. Service Background and History

7.7 Other Transportation Services Under Contract: ***Does Not Apply***

7.8 Project Understanding

Kueny Architects is pleased to submit this proposal for professional architectural and engineering services to perform a site and facility condition assessment study to determine whether the existing transit garage at 420 Plumer Street should *support future* Metro Ride needs of a modernized **electric fleet** or be located elsewhere. The current maintenance facility stores 25 full-sized buses, 5 paratransit buses and space for all Metro Ride offices and administrative staff. While its "public" services are located at 555 Jefferson Street, the Plumer Street facility consists of an aged facility nonconductive to public interaction. *The goal of the study is to determine the feasibility of upgrading the facility to store and maintain its existing fleet as well as an electric fleet*. Our Team will analyze the pros and cons of renovation costs versus constructing a new facility elsewhere. The project consists of the following tasks, specifically.

Task 1. Existing Conditions Analysis - Modernizing the Plumer Street Facility.
Task 2. Interviews – Feasibility of Renovations Versus New Construction. Establish Suitability Factors for a New Location.
Task 3. Cost Benefit Analysis of Possible Options. Establish a Capital Improvement Plan (CIP).
Task 4. Space Needs Assessment – Renovated Plumer vs New Facility – Review a List of (4) Potential Sites.
Task 5. Facility Findings Option by Option Costs, & Multiple Site Analyzes Report
Task 6. Present findings to the Wausau Transit Commission, and possible Wausau City Council and Wausau MPO.

Scope of Services

Task 1. – Existing Conditions Analysis - Modernizing the Plumer Street Facility

Site and Facility Assessment

The goal of this portion of the study is to **define the current inadequacies of the building**. Systems analyzed include HVAC, electrical, hydraulic, fire protection, security systems and structural analysis's will be reviewed in terms of their current condition/adequacy, projected useful life, and any corrective renovation action required along with the projected cost. Base site and environmental considerations will also be studied. Site and Facility conceptual plans will be generated from existing documents and/or measurements done on site and any service records will be reviewed during the interview process to establish prior repairs and planned improvements. Additional components under review include capital equipment such as maintenance lifts, exhaust removal, and any other mechanic related spaces and equipment.

Task 2. – Interviews- Feasibility of Renovations Versus New Construction

1. The goal of this portion of the study is to **estimate the general replacement needs** in order to continue operations into the future as well as accommodate the needs of the proposed battery electric fleet. We will meet with Metro Ride Transit staff and determine the necessary spatial requirements, improvements, and upgrades for the programmed spaces including bus storage, office/s, workstations, ADA compliant entry/exits and amenities. Additionally, we will review maintenance garage bays, capital equipment, wash bay, lighting, plumbing and electrical. We will also assess the necessary mechanical upgrades such as exhaust removal, air exchange units, and garage heaters. *As a team* we will assess the strengths and weaknesses of the proposed improvements, make refinements, and offer cost-effective alternatives as they arise.
2. Our Team will utilize our 8-point site suitability matrix. Basic factors include cost, ability to meet the needs of Metro Ride, centrality, site considerations, zoning, adjoining neighborhood, and land acquisition..

Task 3. – Cost Benefit Analysis of Possible Options

The primary purpose of Tasks 1 and 2 is to determine the existing condition and potential needs of continuing operations at the Plumer location. From the data, our Team will be able to produce a "spatial worksheet" identifying

the current and proposed space requirements and needed system improvements. Findings from the worksheet are used to produce multiple conceptual scenarios. As options are refined, cost projections are estimated and used to steer the project into one, two or three conceptual options. Once completed, conceptual plans will be developed within the confines of a projected single or multiple-year Capital Improvement Plan (CIP) i.e., 1, 3-to-5 or 10, 20-year schedule. Also, per the RFP, a "high level" projected cost associated with annual capital and operating costs will be submitted for the building and infrastructure for maintaining the fleet. This percentage will be conceptualized once all the data is in.

Task 4. – Space Needs Assessment - Renovated Plumer vs New Facility - Review a list of (4) Potential Sites

Once the "spatial worksheet" and conceptual block diagram/s have been developed from Tasks 2 and 3, our Team will continue assessing the operating feasibility of the Plumer Street site versus an entirely new location. Specifically, we will:

1. Assess the conditions of the current site and **Create a base plan** generated from field measurements, drawings on file, either paper or electronic, survey/s, geo-technical report, and GIS Mapping Data. Initial documentation includes data such as property lines, site features, utility locations, storm water, site circulation, public and private access points, and turn radiuses.
2. Once the current site size and characteristics is determined, we will investigate possible neighboring acquisitions (if needed) and several new facility locations provided to us from the City (up to 4).
3. Each site will be issued a grade derived from our multi-point inspection process including features i.e., size, location (distance from primary workload), cost of acquisition, grade, (level/sloped), site encumbrances, (stop lights, railroad tracks, road capacity, etc.), neighboring properties, zoning and ingress/egress.
4. As a Team, assess the pros and cons of each site including the existing site.
5. **Select a site and facility plan option** and continue revising the cost estimates.
6. Model the conceptual design into a 3-D computer model. This software can generate plans, rendering and animations for greater understanding of the final project.
7. Provide a final cost estimate and revise the **"spatial worksheet"** based on future projections. (Staffing and vehicle projections to be provided by the City).
8. **Additional Service:** With assistance from the City, we will perform an analysis of the impact on non-revenue miles compared to the existing site, vehicular accessibility and all environmental issues i.e., permitting, anticipated agency consultations, impact, soil investigations and delineations may be necessary with a newly selected site.

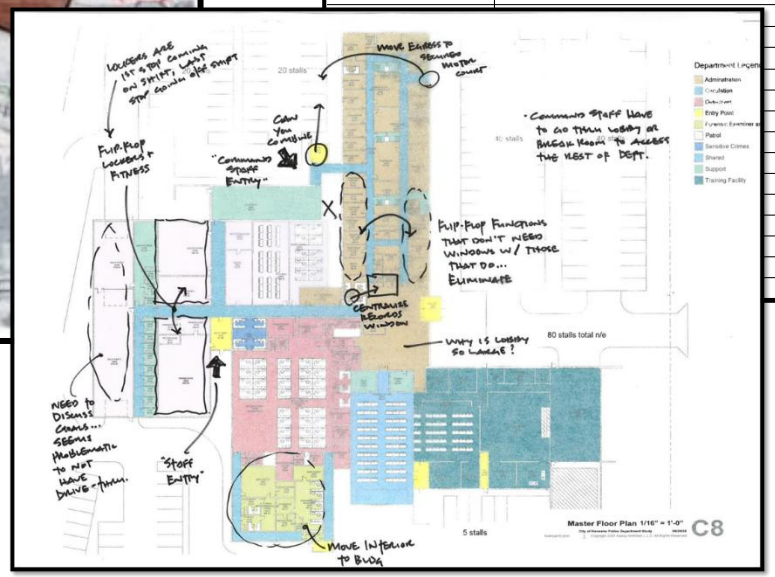
Task 5. – Facility Findings, Option by Option Costs & Multiple Site Analyzes Report

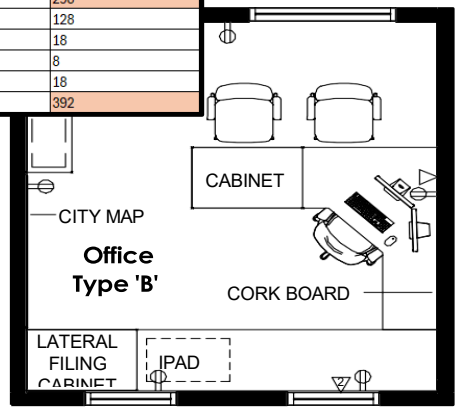
Task 1-4 Deliverables includes a narrative report of existing site and facility conditions, existing and proposed spatial worksheet, site by site evaluations along with development and verification of existing conceptual plans.

Task 6. – Present Findings

Present findings to the Wausau Transit Commission, and possibly the Wausau City Council and the Wausau MPO.

	ROOM	RO	
ADMINISTRATION			
	CONFERENCE	J21	
	CONFERENCE	J21	
	RECEPTION	J21	
	CHIEF OFFICE	J21	
	TOILET/SHOWER	J21	
	CHIEF SECRETARY	J2161	150
	ADMIN. ASSISTANT	J2162	166
	OFFICE	J2163	219
	ADMIN CAPTAIN	J2164	166
	FTO OFFICE	J2165	146
	PIO OFFICE	J2166	144
		J2167	145
		J2168	149
		J2169	149
		J2170	149
		J2171	163
		J2172	163
		J2173	163
		J2175	321
		J2176	298
		J2177	128
		J2180	18
		J2181	8
		J2182	18
		J2183	392





7.9 Service History – Past Transit Facility Projects

All the projects listed below began with an analysis of existing space needs and facilities assessment. In some cases, a reorganization of departmental space needs was the best option for the client. In other cases, a new facility or addition was more cost-effective. All have experienced radically improved operations in terms of efficiency, cost savings, and safety. In many cases, the project consolidated multiple departments from various sites into one consolidated facility.

City of Appleton - Appleton Valley Transit – 2020-2024

Project: The three-part project began with systems analysis and space needs assessment followed by construction documents, bidding. and construction oversight. The project added (3) new areas, (1) long service bay for articulated buses, (1) paint/body bay and additional bus storage. **(Partial FTA Funded)** Phase 1, currently under construction, contains a full office space addition and remodeling.

Cost: $6,705,000 Area Addition: 16,850 s.f.

Contact: Ronald McDonald – General Manager
Phone: (920) 832-5800
Email: Ronald.McDonald@appleton.org

City of Madison – Metro Transit Upgrades – Ongoing 2018-2024

Project: Phase I – Service Lane: Cleaning, Fueling, Wash.
Phase II – Bus Repair Remodel.
Phase III – Office Amenities and Bus Parking Upgrade. **(Partial FTA Funded)**

Cost: $6M - $12M Area: Combined 168,000 s.f.

Contact: Jonathan Evans – Project Manager
Phone: 608-243-5893
Email: jevans@cityofmadison.com

City of Oshkosh GO Transit Downtown Transit Center – 2022

Project: Addition to the existing downtown transit center at Pearl Avenue and Market Street. Project included customer service and computer room, restrooms, office space, and a driver break room.

Cost: $1,230,000 Area: 1,980 s.f.

Contact: Jim Collins – Transportation Director
Phone: (920) 232-5342
Email: jcollins@ci.oshkosh.wi.us

Jule Transit, Dubuque - Joint Operations & Training – 2019

Project: New fleet storage facility for 29 transit vehicles, manual wash bay, parts and tire storage, **staff offices, training room with bus simulator, washrooms** / locker rooms, and exterior training lot. Excellence in Energy Efficient Design Award recipient. **(Partial FTA Funded)**

Cost: $ 5,856,570 $141.29/s.f. Area: 41,450 s.f.

Contact: Jodi Johnson, Transportation Services Operations Supervisor
Phone: (563) 589-4198
Email: jjohnson@cityofdubuque.org

City of Eau Claire – Central Maintenance Facility Study and Space Needs - 2019

Project: Facility condition assessment and space needs master planning study for the central maintenance facility. This multi building, multi division analysis included review of the Transit Division. Building E on the CMF campus houses 33 staff members including 25 drivers, over 20 full size buses, and support spaces. Revised the existing transit storage garage to increase bus storage. Proposed facility addition to help in bus traffic patterns. The existing bus wash facility was reviewed, and a new design layout was proposed. The existing bus maintenance was also reviewed and reorganized to allow for larger bus movement. We are currently replacing two bus vehicle lifts. **(Partial FTA Funded)**

7.9. – Local Featured Project – Village of Weston

The Village of Weston Municipal Center is a local example of Kueny Architects LLC programming, planning site by site analysis, design services, and construction oversight.

Village of Weston – Municipal Center 2023

Project: The initial objective was to assess current and future spatial conditions of four operations at four locations throughout the Village. Among other priorities, the plan had to accommodate significant growth over the next 25 years.

The new Municipal Center and its departments included Planning & Zoning, Treasurer, Finance, Clerk of Courts, Building Inspections, Vehicle Repair and Vehicle Storage along with other various departments. Facilities reviewed included Municipal/Village Hall, Safety Building, Parks & Recreation and Landfill.

We also conducted a structural analysis and engineering inspection of mechanicals, electrical and plumbing (MEP) of the two primary buildings. The deliverable was a report detailing the necessary spatial requirements, (MEP) and site improvements needed over the next 25 years. The report recommended minor improvements at the Safety building and that a new Municipal Center should be built. The Safety Building renovations were completed in 2020. Kueny Architects was selected to continue our services contract for the design and construction of the new facility. The facility was completed in 2023.

Cost: $14,500,000 Area: 87,160 s.f. **A & E Fee: $521,000**

Contact: Mr. Michael Wodalski – Director of Public Works
Phone: (715) 359-6114 ext. 2636
Email: mwodalski@westonwi.gov

7.10 References (See Appendix E)

7.11 For dates of references and the services provided refer to 7.9

Name	Title	Agency	Email Address	Telephone
Jim Collins	City of Oshkosh Transportation Director	City of Oshkosh	jcollins@oshkoshwi.gov	(920) 232-5342
Melinda K. Dejewski	City of West Allis Engineer	City of West Allis	MDejewski@westalliswi.gov	(414) 302-8374
Matthew Maederer, PE	Director of Public Works Village Engineer	Village of Brown Deer	mmaederer@browndeerwi.org	(414) 357-0120
Frank Martinelli	Engineering Projects Manager	Kenosha County	Frank.Martinelli@kenoshacounty.org	(262) 818-5129
Jodi Johnson	Transportation Services Operations Supervisor	City of Dubuque	jjohnson@cityofdubuque.org	(563) 589-4198
Ronald C. McDonald	General Manager	Valley Transit	Ronald.McDonald@appleton.org	(920) 832-5800

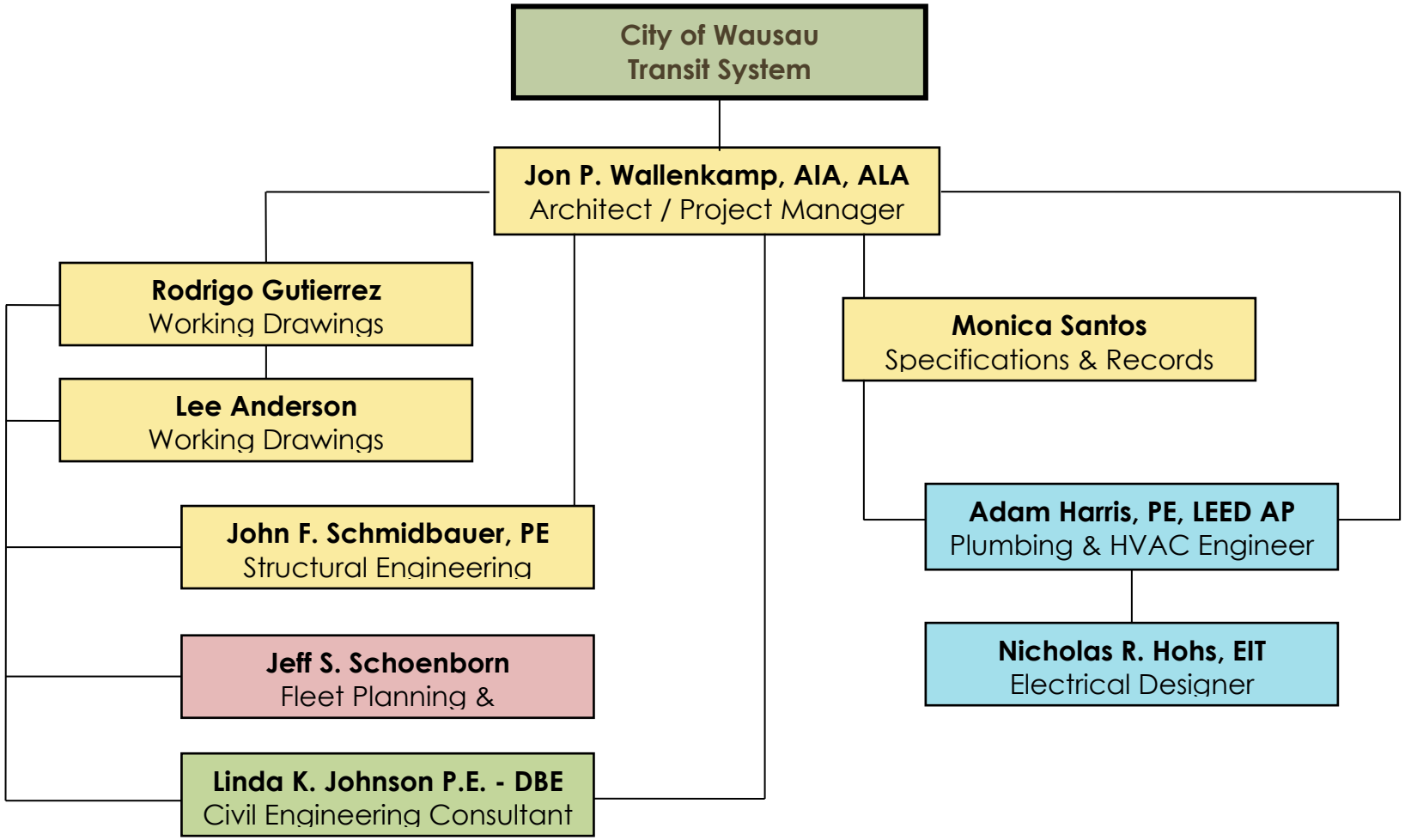
Meetings

Kickoff Meeting. Here we will conduct a meeting with appropriate staff, selected project coordinator (if applicable), and stakeholders.

Project Team Meeting. This short meeting often immediately follows the Kickoff Meeting. Our team members will meet with team members to explain the work plan, and ask any questions, i.e., requested information, access of buildings and equipment, project duration, and availability of team members.

Staff and Departmental Meetings. We will schedule regular meetings and or progress report meets when needed during the project.

7.12. Team Resumes – Kueny Architects – Organizational Chart



Kueny Architects, LLC – Principals - Pleasant Prairie, WI

Jon P. Wallenkamp, AIA, ALA – Principal – Architect – Project Manager

Programming and Design, Working Drawings, Specifications, Construction Observation

Education:	B.S. Architecture – University of Wisconsin – Milwaukee
Experience:	Planning Associates, Madison 1990-1991 – Intern Architect Robert M. Kueny Architect - 1991 to 1999 – Project Manager Kueny Architects, LLC – 2000 to present – Principal.
Registration:	Wisconsin, Illinois, Michigan, Ohio
Affiliations:	International Code Council
Publications:	"Government Fleet" Magazine – May 2011
Engagements:	APWA – 2012 Wisconsin and Illinois Chapter Conferences - Lecturer
Community:	Boy Scout Troop #146 – Troop Leader, City of Wauwatosa, WI Historical Society – Board

Relevant Project Experience: Lead Architect/Project Manager

Kenosha County Center
Kenosha County Molinaro Building
City of Burlington Service Center
City of St. Peters Solid Waste Facility
Lake County DOT Weld Shop
Cedar Rapids Public Works Facility
Dane County Highway Facility / Site Design
City of Iowa City Facility Master Plan
Genoa City Village Hall and Police
Dunn County Transit Facility
Cedarburg Public Works Facility
Village of Brown Deer DPW Facility
City of Madison Metro Transit

City of Davenport Public Works Center
City of Kenosha McCarthy Transit Center
City of Dubuque Municipal Service Center
Town of Salem Highway and Fire Facility
Waukesha County Storage Building
Des Moines Public Works Facility
Grafton Water Utility Operations Building
City of Mequon Facility Planning Study
Village of Bayside Public Works
Madison Engineering Building Addition
Burnett County Highway & Forestry Facility
City of Elkhorn Public Works Facility
City of Dubuque Jule Transit Facility

City of Moline Municipal Service Center
ECIA / RTA Joint Operations Center
Village of Grafton Operations Center
Waterloo Iowa Public Works Facility
City of Oshkosh Public Works Facility
Davenport Citi-Bus Expansion & Renovation
Scott County Secondary Roads Facility
Jefferson County Satellite Highway Buildings
City of Mequon Highway Division Addition
Village of Caledonia Highway Facility
Ashland County Highway Addition
Wauwatosa DPW Office Remodeling
Valley Transit Center Appleton

John F. Schmidbauer, P.E. – Principal – Engineer

Structural Engineering, Working Drawings, Specifications

Education: B.S. Architectural Engineering – Milwaukee School of Engineering

Experience: Kapur & Associates, Milwaukee 1989-90 – Construction Surveying
Robert M. Kueny Architect – 1991 to 1999 – Project Manager
Kueny Architects, LLC – 2000 to present – Principal.

Registration: Wisconsin, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio

Affiliations: International Code Council
American Concrete Institute

Community: Kenosha YMCA – Board of Directors – 2002 - present
St. Mary Catholic Church – Parish Council – 2004-2010, Trustee Secretary – 2005-2009

Relevant Project Experience: Lead Structural Engineer

Valley Transit Center Appleton
City of Burlington Service Center
City of St. Peters Solid Waste Facility
Lake County DOT Weld Shop
Cedar Rapids Public Works Facility
Dane County Highway Facility / Site Design
City of Iowa City Facility Master Plan
Genoa City Village Hall and Police
Dunn County Transit Facility
Cedarburg Public Works Facility
Village of Brown Deer DPW Facility
Ashland County Highway Addition

City of Kenosha McCarthy Transit Center
City of Dubuque Municipal Service Center
Town of Salem Highway and Fire Facility
Waukesha County Storage Building
Des Moines Public Works Facility
Grafton Water Utility Operations Building
City of Mequon Facility Planning Study
Village of Bayside Public Works
Madison Engineering Building Addition
Burnett County Highway & Forestry Facility
City of Elkhorn Public Works Facility
Wauwatosa DPW Office Remodeling

Town of Burlington Fire Station #3
ECIA / RTA Joint Operations Center
Village of Grafton Operations Center
Waterloo Iowa Public Works Facility
City of Oshkosh Public Works Facility
Davenport CitiBus Expansion & Renovation
Ozaukee County Fairgrounds Buildings
Scott County Secondary Roads Facility
Jefferson County Satellite Highway Buildings
City of Mequon Highway Division Addition
Village of Caledonia Highway Facility
City of Dubuque Jule Transit Facility

7.12. Team Resumes – Kueny Architects, LLC Associates Staff

Rodrigo Gutierrez –Architectural Technician

Building Information Modeling, Working Drawings, Specifications

Education: Bachelor of Architecture - Javeriana University of Colombia

Experience: Architectural Design Firms in Columbia, South America – 1999 to 2001
Lakeview Construction - 2002 to 2008 – Architectural Services Manager
Kueny Architects, LLC - 2008 to present – Architectural Technician

Languages: Spanish (Native Language) and English

Randall Schoen –Architectural Technician

Building Information Modeling, Working Drawings, Specifications

Education: B.S. Architecture – Washington University, St. Louis
M.S. Architecture - University of Wisconsin – Milwaukee

Experience: Kueny Architects, LLC - 2011 to present – Architectural Technician

Lee S. Anderson – Architectural Technician

Building Information Modeling, Working Drawings, Specifications, Digital Presentations

Education: B.S. Architecture – University of Wisconsin – Milwaukee

Experience: Kueny Architects, LLC – 2014 to present – Architectural Technician

Jeff S. Schoenborn – Programming, Planning, Design and Operations –

Programming, Space Planning, Operations and Design

Education: B.S. Architecture – University of Wisconsin – Milwaukee
B.A. Business Administration – University of Wisconsin - Milwaukee

Experience: Operations & Design Consultant for 30 years to various A&E firms Nationwide
Maximus (DMG/Maximus) – Senior Architectural Programming & Planning Consultant

7.12. Team Resumes – Plumbing, Mechanical, Electrical, Civil Consultants

Relevant Project Experience:

Village of Pewaukee Public Works Facility	Sun Prairie Utilities Operations Center	City of Oshkosh Parks Facility
City of Aurora Public Works Facility	City of Verona Public Works Facility	Village of Weston Municipal Center
City of Sterling Heights Public Works	City of West Des Moines Operations Center	Portage County Highway Addition/Remodel
Village of Brown Deer DPW Facility	Cedarburg Public Works Facility	Burnett County Highway & Forestry Facility
Village of Caledonia Highway Facility	Village of Bayside Public Works	Village of Little Chute Municipal Service Center
City of Mequon Highway Division Addition	Jefferson County Satellite Highway Buildings	Village of Pewaukee DPW Study
Valley Transit Center Appleton	City of Whitewater DPW Study	City of Eau Claire Public Works Study
Dubuque Jule Transit – Joint Operations	North Shore Fire/Rescue – Sta. #83 Remodel	Town of Burlington – Sta. #2 Addition/Remodel
Twin Lakes Village Hall	Genoa City Village Hall and Police	Village of Weston Safety Building Remodel
Waukesha County Communications Addition	Kenosha County Sheriff Storage Building	Ozaukee County Justice Center Addition
Ozaukee County – Covered Bridge Park	Ozaukee County – Lion's Den Park Pavilion	Oshkosh GO Transit – Transfer Building

Adam Harris, P.E., LEED AP – Root Engineering - Plumbing, Mechanical, and Fire Protection Engineering

Plumbing and Mechanical Engineering

Education: B.S. Mechanical Engineering – Texas A&M University – 2002

Experience: Victor Machine Works – Mechanical Engineer – 2002 - 2003
Industrial Facilities Engineering – Project Manager – 2003 - 2006
Root Engineering Services – Mechanical Engineer – 2005 - 2009
Root Engineering Services - Principal – 2009 to present.

Registration: Licensed Professional Engineer in 21 states.

Affiliations: Member of NCEES, ASHRAE.

Accreditations: LEED Accredited Professional – Building Design + Construction v3.0
Registered City of Chicago Energy Professional

Nicholas R. Hohs E.I.T. – *Root Engineering* - Electrical Design

Electrical Design

Education: B.S. Electrical Engineering – University of Alabama, Tuscaloosa, AL – 2018, *summa cum laude*

Experience: Root Engineering Services - 2017 – MEP Intern
Root Engineering Services – 2018 to present – MEP Consulting Engineer

7.12. Team Resumes – Civil Engineering Consultant

Linda K. Johnson, P.E. – Civil Engineering Consultant

Civil Site Design, Storm Water Management and Erosion Control – Office Location: Cedarburg, WI

Education:	B.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1987 M.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1989 M.B.A. – University of Wisconsin – Milwaukee - 2002
Experience:	Harza Engineering 1989-1991 STS Consultants, Ltd – 1991-2001 Key Railroad Development, LLC – 2001-2002 Terra Tec Engineering (Principal) – 2002-present
Registration:	Wisconsin, Iowa
Publications:	*Interaction of Inorganic Leachate with Compacted Pozzolanic Fly Ash* Journal of Geotechnical Engineering, Vol. 118, No. 9, September 1992. *Effects of Volatile Organic Compounds on Clay Landfill Liner Performance* Waste Management & Research, 1991.
Presentations:	*Comparison of Four Cover Systems for Fly Ash Monofills* Presented at the 20th International Madison Waste Conference, April 1998, UW-Madison.

Relevant Project Experience:

Village of Weston Municipal Center
City of Elkhorn Public Works Facility
City of Mequon Highway Division Addition
City of Oshkosh Public Works Facility
City of Sterling Heights Public Works
Cedarburg Public Works Facility
Waukesha County Communications Addition
Jefferson County Satellite Highway Buildings
Village of Grafton Operations Center
Twin Lakes Village Hall

Valley Transit Center Appleton
Wauwatosa DPW Office Remodeling
Burnett County Highway & Forestry Facility
Dubuque Jule Transit – Joint Operations
Village of Bayside Public Works
Dunn County Transit Facility
Kenosha County Sheriff Storage Building
Waterloo Iowa Public Works Facility
Grafton Water Utility Operations Building
Scott County Secondary Roads Facility

7.13. Kueny Architects has no volunteer staff.

7.14. Paid Staff: 7 Full-time, No Part-time

7.16. Insurance documentation: See Appendix K Page 49

7.17. Record Keeping: See Appendix L Page 50

7.19. – 7.20. Appendix I, G and H

7.19. – 7.20.
We have reviewed Appendix G the Standard Terms & Conditions (DOA-3054 (R08/2016) and accept all conditions.

We have reviewed Appendix H the Supplemental Standard Terms & Conditions for Procurements for Services (DOA-3681 (R01/2022) and accept all conditions.

APPENDIX G

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

1**.0** **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 **PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 **ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages

received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

APPENDIX H

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less

than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

KUENY ARCHITECTS

City of Wausau, WI

Wausau Area Transit System

Cost Proposal #WFS2026

Facility Condition Assessment and Feasibility Study

January 05, 2026

Kueny Architects, L.L.C.
10505 Corporate Drive, Suite 100
Pleasant Prairie, Wisconsin 53158

Cost Proposal - Wausau Area Transit System Project

Kueny Architects, LLC
10505 Corporate Drive - Suite 100
Pleasant Prairie, WI 53158

January 5, 2026

	Kueny Staff				Consultants		
Task 1 – Existing Conditions Analysis - Modernizing the Plumer Street Facility	**Jon Wallenkamp**	**John Schmidbauer**	**Monica Santos**	**Lee Anderson**	**Linda Johnson**	**Adam Harris**	**Nicholas R. Hohs**
Task 2 – Interviews- Feasibility of Renovations Versus New Construction							
Task 3 – Cost Benefit Analysis of Possible Options							
Task 4 – Space Needs Assessment - Renovated Plumer vs New Facility - Review a list of (4) Potential Sites							
Sign Owner-Architect Agreement							
Kickoff Meeting with Transit & Kueny Design Team - Develop Project Schedule	6		6	3			
Existing Facility Analysis - Site Information Research and Data Collecting	48		12	8			
Existing Operations Analysis and Transit Staff Interviews:	36			12			
Existing Fleet Analysis	32			12			
Weekly Meeting with Transit & Kueny Team	6						
Kueny to Develop First Draft of the Master Plan Options and Draft Report	36	4	12	14	8	8	16
Weekly Meeting with Transit & Kueny Team- submit Draft One	6						
Presentation of Master Plan Options and Draft Report	6						
Cost Benefit Analysis Draft 1	12		12				
Research and Data Collecting - Update program	16			4	8	8	12
Additional Operations Analysis and Staff Interviews:	8						
Kueny to Conduct an Open Review / Public Input Workshop	8						
Kueny to Develop Second Draft of the Master Plan Report	24		10	12	4	4	4
Weekly Meeting with Valley Transit & Kueny Team- submit Draft Two	6			4			
Presentation of Draft to Committees and Boards	6						
Cost Benefit Analysis Updated	3						
Meeting with Transit Design Team	6						
Update Master Plans and Final Draft Report to the Transit	16			16	4	4	4
Present Final Master Plan Recommendation to Transit Design Team	8	4	12	12			
Presentation of Final to Committees and Boards	8						
Lump Sum Fee Not to Exceed							**$47,200.00**
*** All Reimbursable Expenses are part of above fee**							
Hourly Rates	**$95.00**	**$95.00**	**$55.00**	**$65.00**	**$100.00**	**$100.00**	**$100.00**

Sincerely,

Jon Wallenkamp

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving Fixed Price Product & Services Maintenance Support Agreement with GMV Syncromatics Corp. for CAD/AVL at Metro Ride.

Committee Action: Approved 5-0

File Number: 26-0410 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral:*	*YES [ ]*	*NO [X]*	
	Included in Budget:	*YES [ ]*	*NO [X]*	*Budget Source:*
	One-time Costs:	*YES [X]*	*NO [ ]*	*Amount: $318,508*
	Recurring Costs:	*YES [X]*	*NO [ ]*	*Amount: annual $100,000 to $132,000*
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*
	Grant Financed:	*YES [X]*	*NO [ ]*	*Amount:* The implementation is covered by grant and the annual fees may be covered by grant.
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:* *Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*		

RESOLUTION

WHEREAS, on December 2, 2025, Metro Ride issued a Request for Proposal for computer aided dispatch and automatic vehicle location systems ("CAD/AVL") hardware, software and professional services for the buses; and

WHEREAS, after evaluating five proposals per Federal Transit Administration and Wisconsin Department of Transportation policy it was decided to enter into a contract with GMV Syncromatics Corp.; and

WHEREAS, your Transit Commission, on February 19, 2026, recommended entering into a contract with GMV Syncromatics Corp.; and

WHEREAS, your Finance Committee, at their April 14, 2026 meeting, discussed and recommended entering into a contract with GMV Syncromatics Corp. for CAD/AVL hardware, software and professional services for the buses.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve entering into a contract in a form substantially similar to the attached contract with GMV Syncromatics Corp. for $897,238.00 and authorizes and directs the proper city officials to execute a contract with GMV Syncromatics Corp.

Approved:

_____

Doug Diny, Mayor

FIXED PRICE PRODUCT & SERVICES MAINTENANCE SUPPORT AGREEMENT

This Fixed Price Product & Services Maintenance Support Agreement (the "Agreement") is made as of this _____ day of April, 2026 (the "Effective Date") by and between GMV SYNCROMATICS CORP., a California corporation (the "Contractor") and CITY OF WAUSAU, a Wisconsin Municipal corporation ("Agency" or "Recipient"). Each of Contractor and Agency are considered a "Party" and together, the "Parties."

RECITALS

WHEREAS, Contractor has created and sells Intelligent Transportation Systems, vehicle tracking products, and other related products and services; and

WHEREAS, Agency wishes to purchase products and services from Contractor as described below and in the proposal (the "Proposal") attached hereto as Attachment E.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Scope: Products and Services. Contractor shall provide Agency with the products (the "Products") and services (the "Services") comprising the Intelligent Transportation System ("ITS") as provided in this Agreement and the Proposal (the "Project"). The Products shall not include any Third Party Products (as defined below). Any additional Products and/or Services requested or optioned by Agency shall be made pursuant to an additional order signed by both Parties. Any custom modifications to the Products or Services, or any other software applications provided under this Agreement by Contractor shall become part of the Products and shall be included in all future upgrades at no additional cost.

2. Price, Payment, and Taxes.

   2.1. Price. The acquisition cost for the Project under this Agreement for the Initial Term (as defined below) shall be for eight hundred ninety-seven thousand two hundred thirty-eight and no/100 dollars ($897,238.00), excluding any applicable Taxes. Any additional Products and/or Services requested or optioned by Agency, annual service fees, each Term Extension (as defined below) optioned by Agency, and each extended warranty optioned by Agency shall be subject to Agency's payment of additional fees in accordance with the Proposal or as otherwise mutually agreed upon by the Parties in writing.

   2.2. Payment. All fees owed to Contractor shall be paid pursuant to the payment and deliverables schedule attached hereto as Attachment A ("Contract Milestones") or, if not specified therein, upon mutual written agreement of the Parties. All fees shall be payable by Agency within thirty (30) days of Agency's receipt of Contractor's invoice.

   2.3. Taxes. The fees due hereunder exclude all state and local sales, service, use, and similar taxes (collectively, "Taxes"), except to the extent any such taxes are specifically set forth in the Proposal and/or Contract Milestones. Agency and its subunits are exempt from federal, Wisconsin State, and local taxes except for certain excise tax. Any Taxes due that are not exempt are the sole responsibility of Agency.

3. Term. This Agreement shall commence on the Effective Date and, unless earlier terminated or extended in accordance with the terms hereof, shall terminate five (5) years after the In Service Date (as defined below) (the "Initial Term"). Agency shall have the right to extend the Term in its sole and absolute discretion, provided that (i) it provides Contractor with notice of its intent to extend the Term no less than two (2) months prior to the end of the then-current Term, (ii) Agency specifies the length of the desired extended term, and (iii) Agency and Contractor mutually agree to the additional cost for the optional term extension (each, a "Term Extension"). The Initial Term and all Term Extensions shall collectively be referred to as the "Term".

4. Deployment, Operations, and Acceptance. Contractor shall install and configure the Products and Services as set forth in the Proposal, as may be modified by mutual written agreement of the Parties.

4.1. Contractor shall work with Agency to finalize a plan and schedule for the installation, configuration, training, and testing of the Project. Agency shall appoint a person to be the designated point of contact (the "POC") between Contractor's Project Manager (the "PM") and Agency relating to all decision-making, operational requests for support and approval of elements of the Project as deployment proceeds.

4.2. The POC and PM shall work together to determine the method of delivery of the Products and the Services, and assign responsibilities as between Agency and Contractor. The POC's support during the deployment is especially important to enable the PM to deliver a functional system pursuant to the Proposal. To assist Agency in understanding the support needed from the POC and Agency, additional terms for the Project are included in Attachment B attached hereto.

4.3. Upon fulfillment of each milestone as described in Attachment A (each, a "Milestone Completion"), Contractor shall provide written notice to Agency that the specific contract milestone has been fulfilled. Upon receipt of the written notice, Agency shall have a period not to exceed ten (10) days (the "Milestone Acceptance Period") during which to review and/or conduct additional inspection, at the end of which time or earlier, Agency shall issue a written Milestone Acceptance notification to Contractor or dispute Milestone Completion with specific reason(s) for dispute, in writing. Should Agency not issue a Milestone Acceptance notification or dispute Milestone Completion in the manner described above, the Milestone Acceptance notification shall automatically be deemed to be issued the day after the date on which the applicable Milestone Acceptance Period concludes.

4.4. Deployment Completion.

(i) Upon written notice from Contractor to Agency that Contractor has completed delivery of the base system (the "Notice of Completion"), Agency shall have a period not to exceed fifteen (15) days (the "Deployment Acceptance Period") during which to conduct testing and validation of the base system as a whole, at the end of which time or earlier, Agency shall issue a written Deployment Acceptance notification. The Deployment Acceptance Checklist ("Checklist") of agreed upon deliverables and system functionality are included in Attachment C attached hereto.

(ii) Should Agency identify during the Deployment Acceptance Period any portion of the base system that does not perform as stipulated in the Checklist, it shall provide written notice to Contractor (each, a "Correction Notice") identifying in reasonable detail the deficiencies of such item(s) and shall allow Contractor sufficient time to correct same. Should fifteen (15) days elapse from the date of Notice of Completion yet there remain outstanding issues identified in a Correction Notice, the Deployment Acceptance Period shall be extended to the date that is fifteen (15) days after Contractor initially provides notice to Agency of the corrections being completed. Thereafter, the Parties shall repeat the process set forth in Section 4.4(i) and this Section 4.4(ii) until the Deployment Acceptance notification is issued; provided, however, that if Agency reasonably rejects one or more item(s) comprising the base system on at least two (2) occasions, the deliverable will be deemed rejected (a "Rejected Deliverable") and the Parties will reasonably agree upon a credit to be provided Agency for such Rejected Deliverable, which such credit shall be proportional to the degree to which such Rejected Deliverable comprised the overall base system. The foregoing sets forth Agency's exclusive remedy and Contractor's sole liability and obligation with respect to any Rejected Deliverable.

(iii) Should Agency not issue a Deployment Acceptance notification within the Deployment Acceptance Period (as may have been extended pursuant to Section 4.4(ii) above) then, other than with respect to any Rejected Deliverable, the Deployment Acceptance notification shall automatically be deemed to be issued the day after the date on which the Deployment Acceptance Period concludes. The date on which the Deployment Acceptance notification is issued shall be the "Deployment Acceptance Date".

Notwithstanding anything contained in this Agreement to the contrary, fees paid or payable for Products and Services for which a Milestone Acceptance notification or Deployment Acceptance notification has been issued are, except as expressly set forth herein, non-cancellable and non-refundable.

5. License. Subject to the terms of this Agreement, Contractor grants Agency a limited, non-exclusive, non-transferable license to use the central hosted software component of the Intelligent Transportation System ("ITS Software") as provided for in this Agreement and the Proposal. The ITS Software is offered as a fully managed system for which Agency shall have a right to use and receive all upgrades free of charge, provided recurring service fees are paid. The

onboard vehicle components are the exclusive and permanent property of Agency (subject to Agency's payment hereunder) and may be used by Agency for any purpose, independent of the ITS Software. Agency shall also be entitled to receive software upgrades to onboard hardware, free of charge as Contractor may release them during the Term of this Agreement at Contractor's discretion. Contractor will not install any software at Agency's fixed facility, nor is any special software needed to operate the ITS system beyond what is specified herein. The implementation of the ITS system for Agency will be an exclusive configuration.

6. Optional Items. Contractor may provide pricing for suggested optional hardware and services from time to time. Agency may purchase any optional items following the Deployment Acceptance Date and Contractor shall pro-rate any service fees for such additional items purchased for the remainder of the Term from the applicable In Service Date for such options.

7. Service Dates. For each Product installed that has an associated maintenance/support fee, the first of the month following installation of that Product on all agreed-upon vehicles will be considered the date on which warranty term and services begin (the "In Service Date") and upon which the recurring fees are timed, regardless of when the fees are actually paid.

8. Potential Subcontractors.

   8.1. Nothing contained in this Agreement or otherwise shall create any contractual relation, obligation, or liability between Agency and any of Contractor's subcontractors, and no third-party contract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor's obligation to pay its subcontractors is not an obligation assumed by Agency. As a result, Agency shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

   8.2. Subcontractors and Sub-agreements Affected. To the extent applicable, Federal requirements extend to third-party subcontractors and their contracts at every tier, and to the subcontractors of third-party subcontractors and their subcontracts at every tier. Those requirements are set forth in the Federal Clauses and Requirements. Accordingly, Contractor agrees to include, and to require its third-party subcontractors to include said requirements in every third-party contract and each subcontract financed in whole or in part with financial assistance provided by FTA.

9. Cellular Connections, Use of Third Party Data Connections. Agency shall provide a recommendation to Contractor prior to the procurement of any hardware based on which (if any) cellular provider Agency prefers or believes to provide better cellular service in the service area. As available, Agency shall provide the ability for in-vehicle hardware provided by Contractor to connect to Contractor's data center through the use of previously-installed broadband connection devices ("Third Party Connections"). Contractor will be provided an opportunity to conduct a preliminary investigation to determine whether the Third-Party Connections are a viable alternative to the use of Contractor's proposed standalone cellular connection. Contractor will need to validate the software and hardware connectivity in a test environment to make a final determination. The Parties each acknowledge that any such Third Party Connection is operated in conjunction with a separate entity that is not a Party to this Agreement, and no warranty, express or implied, is included in this Agreement with respect to the reliability of such equipment or its data service. Contractor shall not have any responsibility for the functionality, reliability, or maintenance of the Third Party Connections, which shall be the sole responsibility of Agency. In the event that Agency and Contractor find that the Third Party Connection is unsuitable for their needs, Contractor may provide separate, optional costs for an independent cellular connection which Agency may elect to implement at its sole discretion.

10. Ownership of Data. Agency shall be the exclusive owner of the data actually entered into or collected by the ITS system during the Term where such data was collected by Agency's vehicles operating with the Products. Such data shall include, but not be limited to, geo-location of all vehicles at all times during the Term; vehicle status information collected; route, schedule and performance information; driver and dispatcher information; passenger information; website(s) created by Contractor for Agency (if any) and branded with Agency's logo and/or name; statistical reports, database files and any other such related data. Presentation of and access to this data is limited to those reports, formats, or Application Programming Interfaces ("APIs") set forth in the Proposal.

The Contractor, its officers, agents, and assigns shall not use, disclose, sell, copy, or reproduce Agencies data in any manner or provide to any entity or person outside of the Agency without the express written authorization from Agency,

except as authorized under this Agreement. The Contractor shall take all the necessary steps to ensure that subcontractors hired by Contractor adhere to this Section.

11. Third Party Products. Agency agrees to provide Contractor with access to Agency's existing hardware and software, and any other hardware and software not provided by Contractor (collectively, "Third Party Products") to the extent necessary or convenient for Contractor to fulfill its responsibilities under this Agreement. Should any Third Party Product malfunction or fail, Agency shall promptly remediate such malfunction or failure and provide assistance to Contractor to mitigate the effect of such malfunction or failure on the Project. Notwithstanding anything contained herein to the contrary, Contractor shall not have any responsibility for the installation, functionality, reliability, or maintenance of any Third Party Product, which shall be the sole responsibility of Agency. No warranty, express or implied, is provided by Contractor with respect to any Third Party Products.

12. Warranty and Product Replacement. Contractor shall provide a full replacement warranty on all Products provided hereunder for a standard period of one (1) year, with the exception of the "GMV Hub" which shall be two (2) years. The warranty is such that if any Product shall fail to perform as specified in the Proposal, upon receiving written notice of such failure, Contractor shall replace such Product as specified in the Proposal at no cost to Agency. Warranty dates for each Product (including optional items) shall begin on each Product's applicable In Service Date. Replacement of Products shall only occur for a failure of the Product itself when used properly, and not for any damage to the unit caused by the intentional or negligent acts or omissions of a party other than Contractor or its officers, directors, or employees.

13. Product Support. Contractor shall support Products sold, provided, or supported under this Agreement for at least 5 years from each Product's In Service Date.

14. Software Maintenance. Contractor shall limit software maintenance cost increases at an annual increase of not more than 1% above CPI over the previous year.

15. Server Location. Contractor shall ensure that all data and systems used in the performance of this Agreement are hosted on servers that are physically located within the United States of America.

16. Service Level Agreement and Technical Support. During the Term, Contractor shall provide technical support to Agency and also be responsible for the maintenance and operation of the ITS system as specified in the Proposal. Contractor warrants that the ITS system shall, when used as contemplated herein and in the Proposal, perform in all material respects to the specifications. The specific terms of Contractor's service level agreement are contained in the Service Level Agreement attached hereto as Attachment D. The Service Level Agreement provides that Contractor shall make available to Agency free upgrades to software at such time as Contractor publicly releases new versions or new features. Contractor is a software company engaged in continuous software development. While not all new features and products developed by Contractor are anticipated to be free of charge, Agency can generally anticipate one or more new, free features per year and as many as one new software update (either to the back end system or the installed GMV Hub software) per quarter. Releases, updates and most new features will be made available at no additional cost to Agency.

17. Antitrust Claims. By signing this Agreement, Contractor hereby certifies that if the Products or Services are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.

    17.1. The Government Code Chapter on Antitrust claims contains the following definitions:
        (i) Public purchase means a purchase by means of competitive bids of goods, services, or materials by Agency or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professional Code.

        (ii) Public purchasing body means Agency or the subdivision of Agency making a public purchase. Government Code Section 4550.

    17.2. Contractor agrees to assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from

purchases of goods, materials, or services by Contractor for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to Contractor. Government Code Section 4552.

18. Examination of Records. Agency shall have access to any books, records, and documents of Contractor and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and Contractor shall provide copies of said records upon Agency's request. Contractor shall include a clause to this effect in every subcontract entered into relative to the Project.

19. Publication, Reproduction, and Use of Material. Except as specifically authorized by Agency in writing, information and other data furnished by Agency to Contractor in the performance of this Agreement shall be used only in connection with services provided to Agency.

20. Confidentiality.

20.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. Confidential Information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party in violation of this Agreement, (ii) was in the possession of or known to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party, (iii) is disclosed to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, which such source is entitled, to the Receiving Party's knowledge, to make the disclosure, or (iv) was independently developed by the Receiving Party without reference to or use of such Confidential Information of the Disclosing Party.

20.2. Protection of Confidential Information. Each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement. The Party which discloses the other Party's Confidential Information in breach of this Section shall defend and incur all costs for actions that arise because of noncompliance with this Section by the Parties or their agents, employees, successors, assigns, and subcontractors.

20.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

20.4. Survival. This Section shall survive and continue to be in full force and effect after the termination or expiration of this Agreement and shall be binding upon the Parties agents, employees, successors, assigns, and subcontractors.

21. Data Breach Procedure.

21.1. Breach, data breach, or security breach, as used in this section, is defined as unintended, unknown or unauthorized access to data created, maintained, stored, processed, or otherwise available on servers, networks, or end point devices utilized by Provider in the course of its business.

21.2. Notification Requirements.

(i) Contractor agrees to notify Agency when any Contractor system that may access, process, or store Agency data is subject to unintended access, regardless of whether such access actually occurs or whether Agency's data is directly impacted. In this section, unintended access includes compromise by a computer worm, search engine web crawler, password compromise, or access by an individual or automated program.

Contractor agrees to notify Agency within 48 hours of the discovery of the availability of this unintended access by providing notice via email to [helpdesk@ccitcwi.gov].

(ii) Contractor agrees to notify Agency within 24 hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of Agency's data. Contractor agrees to notify Agency by providing notice via email to [helpdesk@ccitcwi.gov].

(iii) If an unauthorized use or disclosure of any Agency data occurs, Contractor must provide written notice within 24 hours after Contractor's discovery of such use or disclosure and all information Agency requests concerning this unauthorized use or disclosure. Contractor agrees to notify Agency by providing notice via email to [helpdesk@ccitcwi.gov]. Contractor's notice shall identify (i) the nature of the unauthorized use or disclosure; (ii) the data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Agency

(iv) Agency shall be notified of any information breach in the Contractor's cloud within 48 hours, regardless of the location of the servers the information is stored on.

21.3. Remote Access. If Contractor requires remote access to Agency's network, servers, or end users, Contractor shall comply with all remote access guidelines promulgated by Agency, including, but not limited to, the following:

(i) Contractor's remote access will be available only upon request and only for a designated time. Contractor's access will not be available at all times and access will be terminated at a set time determined by Agency.

(ii) Contractor will not be allowed super user, administrator, or domain administrator privileges on Agency servers.

(iii) Contractor shall access Agency's network, services, or end users through SecureLink or a similar product that does not create a private network between Contractor and Agency.

(iv) Contractor shall identify to Agency an explanation of what methods of remote access it uses for other customers and how such access is secured.

21.4. Contractor policies. Contractor shall have policies and procedures in place for effective management of security breaches. Contractor shall provide to Agency its policy relative to performance of background checks on staff, at hire and routinely, and its policy on how it handles candidates or current employees that have a felony or misdemeanor conviction related to criminal theft of money, products, or information. Contractor shall provide to Agency an explanation of how login credentials, including passwords and user names, for access to Agency servers and content are protected at rest and while in motion.

21.5. Compliance with laws. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law, Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Agency, its constituent entities, officers, and employees, from and against any claims, damages, or other harm related to such breach.

21.6. Data storage. Contractor shall identify to Agency whether any of its data will be stored outside of the borders of the United States.

21.7. Cloud solutions. For any cloud-based software,

(i) Contractor shall make available to Agency, at no cost, all Agency's data stored within the system, stored on Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or as requested by Agency and its IT organization City-County Information Technology Commission (hereafter "CCITC"). Data shall be provided in an industry standard format.

(ii) Contractor shall have a security audit annually and provide the resulting reports to CCITC within one (1) month of receipt at no charge to CCITC or Agency. The report shall also include Contractor's plans and schedule to mitigate any issues identified in the report. Contractor shall inform CCITC on a monthly basis of the resolution of any identified risks.

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

22.1. Worker's Compensation and Liability Insurance. The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee.

22.2. Commercial General Liability Insurance. The Contractor shall provide and maintain the following commercial general liability insurance which shall be as broad as the Insurance Services Office Commercial General Liability Form, including Products Liability, Completed Operations, Contractual Liability and Explosion, Collapse, Underground Coverage with the following limits:

(i) A minimum of $1,000,000.00 per each occurrence.

(ii) A minimum of $1,000,000.00 for Personal and Advertising Injury.

(iii) A minimum of $2,000,000.00 general aggregate (other than Products-Completed Operations) per project.

(iv) A minimum of $2,000,000.00 aggregate for Products-Completed Operations and shall be carried for an additional two years upon completion of the work under this Agreement.

(v) A minimum of $50,000.00 per occurrence for fire damage.

(vi) A minimum of $5,000.00 per person per occurrence for medical expenses.

22.3. Professional Liability Insurance. The Contractor shall provide and maintain professional liability insurance with a minimum coverage limit of $1,000,000.00 per occurrence and $2,000,000.00 aggregate. The professional liability insurance shall be carried for an additional two years upon completion of the work under this Agreement.

22.4. Auto Liability Insurance. The Contractor shall provide and maintain automobile liability insurance which shall be as broad as Insurance Services Office Business Auto Coverage, covering Symbol 1 with a minimum policy limit of $1,000,000.00 per each occurrence.

22.5. Cyber Liability Insurance. The Contractor shall provide and maintain Cyber liability insurance which shall have a minimum policy limit of $1,000,000.00 per each occurrence and $1,000,000.00 aggregate.

22.6. Umbrella Liability Insurance. The Contractor shall provide and maintain Umbrella Liability Insurance at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of $2,000,000 each occurrence and $2,000,000 aggregate, and a maximum self-insured retention of $10,000.00. The Umbrella Liability must be primary and non-contributory to any insurance or self-insurance carried by the City.

22.7. Additional Provisions.

(i) All insurance Contractor is required to carry under this Agreement shall be primary insurance as respects to the Agency, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the Agency, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.

(ii) All subcontractors shall be required to obtain the above insurance coverage that shall be as broad and with the same limits as applicable.

(iii) All of Contractor's insurance under this Agreement must be primary and non-contributory to an insurance or self-insurance carried by the Agency.

(iv) Waivers of subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability, Automobile Liability, and Umbrella Liability coverages.

(v) Any deductibles or self-insured retention must be declared to the Agency.

(vi) The Agency, its officers, Council Members, agents, employees, and authorized volunteers shall be named as additional insureds on all liability policies. 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 additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.

(vii) All of the insurance shall be provided on policy forms and through companies satisfactory to the Agency and shall have a minimum A.M. Best's rating of A-VII.

22.8. Proof of Insurance. Contractor shall furnish the Agency with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Contractor meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the Agency and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Agency's City Attorney for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the City shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name City of Wausau as an additional insured and describe the contract by name and/or identification number in the "Description of Operations" section of the form.

The following language is expected:

"It is agreed that the following are Additional Insured, when required by written contract, on the General Liability and Business Auto on a Primary/Non-Contributary basis as respects operations performed by the Named Insured in Connection with this project for the City of Wausau, it's officers, council members, agents, employees and authorized volunteers.

Commercial Umbrella Excess Liability follows form with respect to Additional Insureds subject to the policy terms, conditions, and exclusions."

23. Indemnification

23.1. Indemnification. Contractor shall defend, indemnify, and hold harmless Agency, its officers, directors, and employees (the "Agency Parties") from and against any and all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses, including reasonable attorneys' fees and costs (collectively, "Claims") which arise out of or result from any bodily injury or death, or loss of or damage to property to the extent due to any negligent act or willful misconduct of Contractor in the performance of this Agreement.

23.2. Nonwaiver of Governmental Immunity. Agency does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Stat. Ch. 893 and related Statutes.

23.3. Process. The obligations of the indemnifying Party (the "Indemnifying Party") under this Section 23 shall be subject to the Party seeking indemnification (the "Indemnified Party") (i) promptly notifying the Indemnifying Party in writing of Claims for which the Indemnified Party seeks indemnity, (ii) providing the Indemnifying Party with reasonable information and assistance in defending or settling the Claim, and (iii) providing the Indemnifying

Party with sole control over the defense or settlement of such Claim. The Indemnified Party agrees not to make any admission that might be prejudicial to the Indemnifying Party.

24. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) THE PRODUCTS, SERVICES, SOFTWARE, ITS SYSTEM, AND PROJECT, AND ALL INFORMATION, SERVICES, CONTENT AND MATERIALS PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED AND DISTRIBUTED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER; (II) CONTRACTOR MAKES NO WARRANTIES OF ANY KIND (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE) TO AGENCY OR ANY OTHER THIRD PARTY; AND (III) CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ALL PRODUCTS, SERVICES, SOFTWARE, AND THE ITS SYSTEM, OR OTHERWISE RELATED TO THIS AGREEMENT OR THE PROJECT. AGENCY ACKNOWLEDGES THAT CONTRACTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS, SERVICES, SOFTWARE, AND ITS SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH ISSUES.

25. Termination.

25.1. Termination for Default or Breach. Should Agency deem any Product or Service provided by Contractor to be deficient in one or more respects and such deficiencies do not affect the core functionality of the Project in a material manner, Agency shall not have the right to terminate this Agreement and, instead, will rely solely on its right to receive an equitable adjustment in the amount payable by Agency for such Product or Service, as applicable. Subject to the foregoing, either Party may terminate this Agreement for cause if the other Party is in material default or breach of one of more of the material terms of this Agreement. The non-breaching Party shall first give the breaching Party written notice stating with specificity the reason for the termination and a period of at least forty-five (45) days to cure the default or breach. If the default or breach is such that it is not reasonably capable of being cured within forty-five (45) days, and the breaching Party (i) initiates corrective action within such forty-five (45) day period, and (ii) diligently, continually, and in good faith works to accomplish a cure as soon as possible, then the breaching Party shall have such additional time as is reasonably necessary to cure the default or breach prior to exercise of any remedies by the non-breaching Party.

25.2. Lack of Beneficial Results. This Agreement may also be terminated if Agency and Contractor mutually agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the Project equipment or otherwise complete the Project.

25.3. Termination due to Nonappropriation. Agency reserves the right to cancel this contract in whole or in part without penalty due to nonappropriation of funds.

25.4. Effect of Termination. Upon termination, Agency shall promptly pay Contractor for (i) all Products and Services for which a Milestone Acceptance notice or Deployment Acceptance notification has been issued, (ii) the costs incurred by Contractor in winding-down contract performance (including with respect to any subcontractor agreements), and (iii) all materials delivered and/or installed, Products purchased and Services rendered, and all other work performed in furtherance of this Agreement by Contractor or any of its subcontractors prior to the effective date of termination (other than that included in subsection (i) above) based on a pro rata share of the total compensation provided for in this Agreement. Further, upon termination for any reason or upon expiration, and in addition to all other rights to property set forth, Contractor shall (i) incur no further financial obligations for materials, Service or facilities under this Agreement without prior written approval from the Agency and (ii) terminate all purchase orders or procurements and any subcontractors and cease all work, except as Agency may direct, for orderly completion and transition. The following sections shall survive any termination or expiration of this Agreement: Sections 2, 10, 20, and 23 through 35.

26. Notices. Any notices hereunder shall be in writing and be delivered to the Parties as set forth below. Delivery may be made at the designated address below by (i) hand, (ii) nationally recognized overnight courier, or (iii) certified or registered first-class mail, return receipt requested, and shall be deemed given upon (a) delivery if by hand, (b) the date that such delivery is accepted or rejected, as the case may be, if by overnight courier, or (c) three (3) business days after mailing if by certified or registered first class postal mail, return receipt requested. Either Party may change its

address for receipt of notice by delivering written notice of such change pursuant to this Section.

If to Agency via Certified US Mail to:
City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: Clerk

With a copy via email to: helpdesk@ccitcwi.gov

If to Contractor via Certified US Mail to:
GMV Syncromatics Corp.
700 S. Flower St, Suite 470
Los Angeles, CA 90017
Attn: President

With a copy via email to: sales-na@gmv.com

27. Force Majeure. If either Party's performance of obligations under this Agreement is delayed, interrupted, or interfered with due to any event or circumstance beyond the reasonable control of such Party, including, but not limited to: fire, explosion, casualty, lockout, strike, labor conditions, embargo, unavoidable accident, riot, war or other hostilities, civil disturbance, earthquake, flood, landslides or any other natural disaster, pandemic, epidemic, or other acts of God, failure of third parties (including suppliers or subcontractors) to perform their obligations to Contractor, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency (collectively, the "Force Majeure"), such Party shall be excused from performance of this Agreement for a period equal to any such delay, interruption, or interference and therefore, if this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by the Force Majeure.

28. Independent Contractor. The Parties are independent contractors and neither Party is an employee, agent, joint venturer, or partner, fiduciary, or trustee of the other Party. Neither party will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor shall take steps to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint ventures with, or partner of the Agency.

29. Disputes. Agency and Contractor shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the authorized Agency Representative for this Agreement or designee a written demand for Agency's decision regarding the disposition of any dispute arising under this Agreement. The Agency Representative shall make a written decision regarding the dispute and will provide it to Contractor. Contractor shall have an opportunity to challenge the Agency Representative's determination but must make that challenge in writing within ten (10) business days to Agency's Executive Director or his/her designee. If Contractor's challenge is not made within the ten (10) business day period, the Agency Representative's decision shall become the final decision of Agency. Agency and Contractor shall submit written, factual information and supporting data in support of their respective positions.

30. Applicable Law and Compliance. This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflicts of laws principles.

    Contractor at all times shall comply with and observe all federal, state, and local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or Contractor's conduct. Agency reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax.

31. No Third-Party Beneficiaries. No provisions of this Agreement shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of this Agreement or of any one or more of the terms and conditions of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement, except as expressly provided elsewhere in this Agreement.

32. Assignment. Neither Party may assign this Agreement except with the prior written consent of the other Party. If Contractor assigns this Agreement without the written consent of Agency, Agency may terminate this Agreement within 90 days of assignment without penalty to Agency.

33. Complete Understanding; Modification. This Agreement, including the request for proposal and Contractor's response to the request for proposal, referenced attachments, exhibits, schedules and addendums, constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. No oral agreements or conversation with any officer, director, agent or employee of either Party shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

34. Construction and Waiver. The section and paragraph headings used in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement. This Agreement shall be interpreted as having been drafted together by each of the Parties and duly reviewed by each Party with the assistance of its respective legal counsel. Failure by a Party to enforce any right, remedy, or provision hereof will not be deemed a waiver of the same or any future enforcement of that or any other right, remedy, or provision, unless (and only to the extent) that such waiver is in writing and signed by a duly authorized representative of the Party.

35. Severability of Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable for any reason, then such provision shall be enforced to the maximum extent permissible so as to effectuate the original intent of the Parties with respect to such provision, and the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

36. Controlling Provisions. In the case of any conflict or inconsistency between the provisions of the main body of this Agreement and any attachment, exhibit, schedule or addendum attached hereto, the order of precedence shall be (1) any attachment, exhibit, schedule or addendum to this Agreement, and (2) the provisions of the main body of this Agreement.

37. Signatures; Counterparts. Contractor hereby represents and warrants to Agency that Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and that signature and execution of this Agreement has been duly authorized. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will be deemed a single agreement, and may be executed by exchange of electronic signatures exchanged via electronic transmission.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written.

GMV SYNCROMATICS CORP	**AGENCY**
_____	_____
Signature	Signature
Ian Sephton	_____
Printed Name	Printed Name
CEO	_____
Title	Title

ATTACHMENTS:

A. CONTRACT MILESTONES
B. ITS AND SYSTEM STANDARDS
C. DEPLOYMENT ACCEPTANCE CHECKLIST
D. SERVICE LEVEL AGREEMENT
E. PROPOSAL

Attachment A
Contract Milestones

Milestone #	1	2	3	4	5	Capital Total
Description	Contract Execution	Hardware Delivery	Notice of Completion	Deployment Acceptance	APC & NTD	Base System
Deliverables	System Licenses delivered upon contract execution	Delivery of 100% of required hardware	Installation on 100% of vehicles, validations complete + delivery of spare hardware	Completion of 2 weeks of Deployment Acceptance period	APC Analytics Software & NTD Reporting	
Estimated Date	4/1/2026	5/31/2026	7/15/2026	7/31/2026	8/31/2026	
Milestone Value	$ 27,692	$ 161,380	$ 53,722	$ 32,424	$ 43,290	$ 318,508
% of Capital	8.7%	50.7%	16.9%	10.2%	13.6%	100.0%

All values are exclusive of any tax

6	7	8	9	10	Contract Total
Year 1	Year 2	Year 3	Year 4	Year 5	Estimated Contract Value
1st year Annual Fees	2nd Year Annual Fees	3rd year Annual Fees	4th year Annual Fees	5th Year Annual Fees	-
7/31/2026	7/31/2027	7/31/2028	7/31/2029	7/31/2030	
$ 98,880	$ 107,777	$ 109,181	$ 130,374	$ 132,519	$ 897,238

All values are exclusive of any tax

Final scope:

Base System Components

Fixed Route CAD/AVL & AVAS

LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, GMV Hub - Per Bus *- Includes Rugged Touchscreen Display* *- Includes Automated Voice Annunciator System*	13	3,750	48,750
	Labor, Installation, GMV Hub - Per Bus	13	1,900	24,700
	Vehicle and System Licenses, CAD/AVL - Per Bus	23	322	7,406
	Vehicle and System Licenses, Web Based AVA Controller - Per Bus	23	362	8,326
	Project Management *- Configuration, Provisioning, Travel, Training and Unlimited Follow Up*	1	13,554	13,554
	Total, Capital			**102,736**

Vehicle Network Gateway

LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Network Gateway - Per Bus *- Cradlepoint R980, or equivalent*	13	1,470	19,110
	Labor, Installation, Vehicle Network Gateway - Per Bus	13	320	4,160
	Total, Capital			**23,270**

Interior LED for AVAS Visual Announcement

LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Interior LED Sign - Per Bus	13	1,200	15,600
	Labor, Installation, Interior LED Sign - Per Bus	13	425	5,525
	Total, Capital			**21,125**

Headsign Integration for Single Sign-On

	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Headsign Integration - Per Bus *- Integration subject to feasibility study*	13	134	1,742
	Labor, Integration, Headsign - Per Bus	13	160	2,080
	Total, Capital			**3,822**

Real Time Passenger Information

LN	Item Description	Qty	Unit Cost	Subtotal
	Software, Real Time Passenger Information Suite *- Includes desktop and mobile web live bus tracker at no charge* *- Includes API for Arrival Predictions at no charge* *- Includes GTFS-RT feed for integration with Transit App, Google Maps, Apple Maps at no charge*	0	-	-
	Total, Capital			**-**

Automatic Passenger Counting System

LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, APC-200 (IRIS) - 2 Door Bus, 2 Sensors - Per Bus	13	4,310	56,030
	Hardware, APC-200 (IRIS) - 1 Door Bus, 1 Sensor - Per Bus	0	2,230	0
	Labor, Installation, IRIS APC 2 Door Bus, 2 Sensors - Per Bus	13	527	6,851
	Labor, Installation, IRIS APC 1 Door Bus, 1 Sensor - Per Bus	0	211	0
	Vehicle and System Licenses, APC - Per Bus	23	315	7,245
	Total, Capital			**70,126**

APC Analytics Software & NTD Reporting

GMV is providing the option to partner with Urban Transportation Associates (UTA) to provide detailed service utilization metrics to the Federal Transit Administration (FTA) within the National Transit Database (NTD) program. GMV will seamless pass Metro Ride's APC data to UTA's APC analytics software. Your agency will have access to 60+ Analytic and Administrative Control reports, including NTD analyses. FTA has approved every (100%) of the proposals from UTA APC users to apply APC-generated data to NTD reporting requirements.

LN	Item Description	Qty	Unit Cost	Subtotal
	Software, UTA, APC Software - Public Transit Configuration *- UTA's Web-Based Reporting - UTA Hosted, including data transfer, diagnostics, automated assignment, file creation, report generation, NTD/APC Certification Plan, qualified statistician, reference file setup - GTFS Interface (schedules and geo-coding)*	1	37,185	37,185
	Training, APC Software Training and Documentation	1	6,105	6,105
	Total, Capital			**43,290**

Digital Vehicle Inspection

Metro Ride can use any off-the-shelf tablet for Digital Vehicle Inspection. GMV has provided pricing for your consideration. If preferred, agency can procure tablets separate from GMV.

	Hardware, Samsung Tablet *- Samsung Tablet Active3 or equivalent* *- 64 GB Wi-Fi only; assumes access to internet via Access Points at yard* *- Includes rugged case, charger, mount, and 5-slot charge dock*	23	876	20,148
	Hardware, Samsung Tablet *- Samsung Tablet Active3 or equivalent* *- 64 GB Cellular & Wi-Fi* *- Includes rugged case, charger, mount, and 5-slot charge dock*	0	1067	0
	Vehicle and System Licenses, Digital Vehicle Inspection *- Includes API for future integration with third party software*	23	205	4,715
	Labor, Installation, Digital Vehicle Inspection Interface *- Option for GMV to mount digital vehicle inspection interface*	0	85	0
	Total, Capital			**24,863**

Spare Hardware

LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, GMV Hub *- Includes Rugged Touchscreen Display* *- Includes Automated Voice Annunciator System*	2	3,750	7,500
	Credit, Hardware, GMV Hub *- One-time implementation credit*	*2*	*(1,875)*	*(3,750)*
	Hardware, Network Gateway *- Cradlepoint R980, or equivalent*	2	1,470	2,940
	Credit, Hardware, Network Gateway *- One-time implementation credit*	*2*	*(735)*	*(1,470)*
	Hardware, APC-200 (IRIS) - 2 Door Bus, 2 Sensors	2	4,310	8,620
	Credit, Hardware, APC-200 (IRIS) *- One-time implementation credit*	*2*	*(2,155)*	*(4,310)*
	Hardware, Samsung Tablet - Samsung Tablet Active3 or equivalent - 64 GB Wi-Fi only; assumes access to internet via Access Points at yard - Includes rugged case, charger, mount, and 5-slot charge dock	2	876	1,752
	Credit, Hardware, Samsung Tablet *- One-time implementation credit*	*2*	*(438)*	*(876)*
	Total, Capital			**10,406**

Remix Planning and Scheduling Software

LN	Item Description	Qty	Unit Cost	Subtotal
	Software, Remix Planning, Service Design Software *- Includes cloud hosting, ongoing support, system maintenance, automatic updates/upgrades, and analytics and reporting tools.* *- Pricing includes all software costs, with no additional or hidden fees.*	1	6,660	6,660
	Software, Remix Scheduling, Driver Scheduling Software *- Includes access to Remix Transit Planning and Remix Scheduling, as well as cloud hosting, ongoing support, system maintenance, automatic updates/upgrades, and analytics and reporting tools.* *- Pricing includes all software costs, with no additional or hidden fees.*	1	12,210	12,210
	Total, Capital			**18,870**

Total Base System	**318,508**

Annual Service Fees

Base Service Fees - Year 1

LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee, Software, Cloud-hosted CAD/AVL/RTPI *- Unlimited 24x7 support* *- Hands on dedicated account management* *- Fully hosted and redundant systems* *- Unlimited training* *- Self-Service Custom Reports and Business Intelligence Dashboard* *- API Support for Integrations, Google Maps, Apple Map, and Transit App*	23	750	17,250
	Annual Service Fee, Cellular Data for Fixed Route Vehicles	23	195	4,485
	Annual Service Fee, Automated Voice Annunciator	23	105	2,415
	Annual Service Fee, Automatic Passenger Counting System	23	120	2,760
	Annual Service Fee, Annual APC Software Support *- No Annual Service Fee will be charged for Year 1* *- Annual fees will remain fixed for years 2-4*	0	-	-
	Annual Service Fee, Digital Vehicle Inspection	23	110	2,530
	Annual Service Fee, Remix Planning, Service Design Software *- Pricing for years 1-3 will remain fixed* *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	24,512	24,512
	Annual Service Fee, Remix Scheduling, Driver Scheduling Software *- Pricing for years 1-3 will remain fixed* *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	44,928	44,928
	Total per year			**98,880**

Base Service Fees - Year 2

LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee, Software, Cloud-hosted CAD/AVL/RTPI *- Unlimited 24x7 support* *- Hands on dedicated account management* *- Fully hosted and redundant systems* *- Unlimited training* *- Self-Service Custom Reports and Business Intelligence Dashboard* *- API Support for Integrations, Google Maps, Apple Map, and Transit App*	23	750	17,250
	Annual Service Fee, Cellular Data for Fixed Route Vehicles	23	195	4,485
	Annual Service Fee, Automated Voice Annunciator	23	105	2,415
	Annual Service Fee, Automatic Passenger Counting System	23	120	2,760
	Annual Service Fee, Annual APC Software Support *- Annual fees will remain fixed for years 2-4*	1	7,493	7,493
	Annual Service Fee, Digital Vehicle Inspection	23	110	2,530
	Annual Service Fee, Remix Planning, Service Design Software *- Pricing for years 1-3 will remain fixed* *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	24,512	24,512
	Annual Service Fee, Remix Scheduling, Driver Scheduling Software *- Pricing for years 1-3 will remain fixed* *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	46,332	46,332
	Total per year			**107,777**

Base Service Fees - Year 3

LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee, Software, Cloud-hosted CAD/AVL/RTPI *- Unlimited 24x7 support* *- Hands on dedicated account management* *- Fully hosted and redundant systems* *- Unlimited training* *- Self-Service Custom Reports and Business Intelligence Dashboard* *- API Support for Integrations, Google Maps, Apple Map, and Transit App*	23	750	17,250
	Annual Service Fee, Cellular Data for Fixed Route Vehicles	23	195	4,485
	Annual Service Fee, Automated Voice Annunciator	23	105	2,415
	Annual Service Fee, Automatic Passenger Counting System	23	120	2,760
	Annual Service Fee, Annual APC Software Support *- Annual fees will remain fixed for years 2-4*	1	7,493	7,493
	Annual Service Fee, Digital Vehicle Inspection	23	110	2,530
	Annual Service Fee, Remix Planning, Service Design Software *- Pricing for years 1-3 will remain fixed* *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	24,512	24,512
	Annual Service Fee, Remix Scheduling, Driver Scheduling Software *- Pricing for years 1-3 will remain fixed* *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	47,736	47,736
	Total per year			**109,181**

Base Service Fees - Year 4

LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee, Software, Cloud-hosted CAD/AVL/RTPI *- Unlimited 24x7 support* *- Hands on dedicated account management* *- Fully hosted and redundant systems* *- Unlimited training* *- Self-Service Custom Reports and Business Intelligence Dashboard* *- API Support for Integrations, Google Maps, Apple Map, and Transit App*	23	750	17,250
	Annual Service Fee, Cellular Data for Fixed Route Vehicles	23	195	4,485
	Annual Service Fee, Automated Voice Annunciator	23	105	2,415
	Annual Service Fee, Automatic Passenger Counting System	23	120	2,760
	Annual Service Fee, Annual APC Software Support *- Annual fees will remain fixed for years 2-4*	1	7,493	7,493
	Annual Service Fee, Digital Vehicle Inspection	23	110	2,530
	Annual Service Fee, Remix Planning, Service Design Software *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	25,247	25,247
	Annual Service Fee, Remix Scheduling, Driver Scheduling Software *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	46,275	46,275
	Extended Warranty, GMV Hub	23	375	8,625
	Extended Warranty, Vehicle Network Gateway	23	147	3,381
	Extended Warranty, Automatic Passenger Counter	23	431	9,913
	Total per year			**130,374**

Base Service Fees - Year 5

LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee, Software, Cloud-hosted CAD/AVL/RTPI *- Unlimited 24x7 support* *- Hands on dedicated account management* *- Fully hosted and redundant systems* *- Unlimited training* *- Self-Service Custom Reports and Business Intelligence Dashboard* *- API Support for Integrations, Google Maps, Apple Map, and Transit App*	23	750	17,250
	Annual Service Fee, Cellular Data for Fixed Route Vehicles	23	195	4,485
	Annual Service Fee, Automated Voice Annunciator	23	105	2,415
	Annual Service Fee, Automatic Passenger Counting System	23	120	2,760
	Annual Service Fee, Annual APC Software Support *- No Annual Service Fee will be charged for Year 1* *- Annual fees will remain fixed for years 2-4*	1	7,493	7,493
	Annual Service Fee, Digital Vehicle Inspection	23	110	2,530
	Annual Service Fee, Remix Planning, Service Design Software *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	26,004	26,004
	Annual Service Fee, Remix Scheduling, Driver Scheduling Software *- Pricing for option years 4 and 5 are subject to annual 3% increase*	1	47,663	47,663
	Extended Warranty, GMV Hub	23	375	8,625
	Extended Warranty, Vehicle Network Gateway	23	147	3,381
	Extended Warranty, Automatic Passenger Counter	23	431	9,913
	Total per year			**132,519**

Attachment B
ITS and System Standards

PURPOSE: All Intelligent Transportation Systems require certain inputs and oversight from drivers, dispatchers, and planners to function properly, and provide good data, reliable arrival predictions, and metrics that can be used by the agency to improve operations. This document is intended to provide a listing of the recommended standards for operations so that Agency can plan accordingly and operate the ITS system for its maximum potential and benefit. Without adherence to minimum technology, personnel and oversight, GMV cannot ensure the full effectiveness of the product and features promised.

The document is organized into sections intended to make it useable and easier for Agency to focus on particular operational areas, personnel or IT requirements.

1. Personnel
    a. FOR ALL PERSONNEL, GMV will provide comprehensive training and documentation, available to all users, at any time, to support consistent and informed use of all systems.
    b. Planner – the GMV ITS system allows for the importing of schedule data for both routes and driver assignments with the goal of helping Agency monitor and improve its operation. As such, Agency will need to provide data to enable the building of routes and stops and to prepare and deliver a validly formatted schedule of service (in GTFS or XLS format). It is recommended that an experienced transit planner be employed or contracted by Agency for planning and scheduling work, or to utilize the services of a specialist using transit scheduling software. On an ongoing basis, any updates to routes and schedules will also be the responsibility of the designated planner, or other responsible Agency personnel. If GMV is providing sub-contracted scheduling services to Agency as a part of this contract, it is still necessary for the Agency Planner to work with the scheduling subcontractor to create a database of stops, routes, and trips, and work with the scheduling provider to produce an export file ready to be imported into the GMV TRACK system.
    c. Dispatcher – the GMV TRACK system provides multiple tools to assist Agency in monitoring vehicles and drivers in their daily operations. In order to ensure that routes and schedules are being serviced as planned, a dispatcher or other Agency personnel with sufficient computer skills is highly recommended to use the TRACK system in real time, during daily operations, to monitor the GMV-provided dispatching tools for such things as: accurate driver sign ins, route and schedule performance, to receive and action system alerts provided by these various tools within the GMV system. For systems without an in-bus driver interface dispatchers will be required to create assignments prior to the start of service for all vehicles and drivers.
    d. Drivers – For the GMV system to properly capture and assign data for reporting purposes, Agency must provide minimally technically proficient drivers who can enter on the driver interface for their assignment the following: driver identification number, route, a run/paddle number, and (optionally) trip number for the service that they are going to begin. They must also sign out at the end of their service. If Agency would like the driver to fulfill additional duties while in service such as sending messages, going on break, counting passengers, etc., even more technical agility may be required of the drivers.
    e. Maintenance – while GMV strives for a high level of hardware effectiveness, consistency and durability, cellular devices and in-bus equipment are at times prone to connectivity issues and physical damage due to the rugged nature of the transit environment. GMV requires that on-site maintenance, IT, or support staff with sufficient computer skills be available for preliminary device troubleshooting in the event of such issues. The nature of these efforts will be limited to checking indicator lights, re-cycling power, and reporting the status of physical systems and wiring to our support team, who will then fully action all technical issues to resolution.

2. Computer Requirements
    a. The GMV TRACK system can work in many computing environments, but due to the large amount of data transfer required to operate the tools and reports available, for full effectiveness, GMV has the following minimum recommended system requirements:
        i. The Agency should ensure their computers meet all the minimum requirements outlined for the most recent version of their choice of web browser(s) from those listed below:
            a. Chrome minimum requirements
            b. Firefox minimum requirements
            c. Google Maps minimum requirements
        ii. Additionally, for Agencies that do not utilize GMV Voice Calls, computing requirements are as follows:
            a. Web Browser: The most recent version of Chrome, Firefox, Safari, or Edge

b. Highest of the minimum CPU/RAM/storage requirements for their choice of the above browsers
c. Internet speed: 10mbps upload speed; 15mbps download speed

iii. For Agencies that do utilize GMV Voice Calls, computing requirements are as follows:
a. Browser: Chrome
b. Sinch minimum requirements
c. More storage (e.g., CPU, RAM) than that listed for the minimum storage requirements for Chrome
d. Internet speed: more than 10mbps upload speed and 15mbps download speed

3. Routes and Schedules

a. As explained in part above, the building blocks of a Fixed Route ITS system are routes and their corresponding schedules. After the initial deployment, it is the responsibility of Agency to create and maintain routes and schedules. And, most importantly, for the TRACK system to be set up for proper operation, each trip on an imported schedule file must have a stop sequence that matches that of a route already drawn in the GMV system.

b. GMV provides a route editor tool in the TRACK system that will allow Agency staff to draw and update route shapes and stop locations for initial setup and as changes are needed. GMV will train Agency staff on how to use this Route creator/editor. GMV expects Agency personnel to be a part of drawing the routes and setting up stops the first time as part of their training so that they can action any necessary edits autonomously for system sustainability.

c. GMV also provides a schedule validator and import tool. The Agency is responsible for creating a GTFS or XLS file of its scheduled services (with or without the services of a private or sub-contracted scheduling service provider), and the validator tool will allow Agency to analyze the file for (1) Formatting Errors, (2) Internal Disagreements (situations where, for example, consecutive trips overlap each other), and (3) Route Mismatches (situations where trips in the schedule file do not have a stop sequence that matches a route drawn in the GMV TRACK system). Once validated, the schedule import tool will allow the agency to import and set the imported schedules to begin on any future date. GMV will work closely with Agency for this first import to ensure that the schedule format is correct and adheres to industry best practices, and that Agency staff is well trained in the schedule importing process.

d. After the initial deployment, any updates to routes or schedules during this Agreement become the responsibility of Agency.

4. Vehicle Operations

a. It is required, and the GMV TRACK system is built on a platform that assumes, that all vehicles perform all trips of all routes as they are drawn in the TRACK route management setup, following the sequence of stops shared by the routes and matching schedules. Only on this basis can the ITS system properly calculate reliable arrival predictions as well as provide alerts and/or reporting of exceptions like route deviations, schedule deviations, skipping stops, missed trips, etc.

i. Arrival Predictions: When a vehicle deviates from route, public arrival predictions for the off-route vehicle will be removed from the real-time passenger information list, and instead, scheduled bus times, rather than actual real time arrival times for the off-route vehicle will be provided. This is done to prevent unhappy riders who may be unknowingly awaiting a vehicle that has deviated and will never return to route to service their stop.

ii. Stop Times: When a vehicle deviates from route, it may also prevent the GMV system from recording stop times. In order for the system to record a stop time at a given stop, a vehicle needs to be travelling on route when it services that stop. And, since Stop Times are the key building block of report information, deviations from route may prevent valid data from being collected by the GMV system.
1. There are many tools that GMV provides to assist agencies in dealing with off-route behavior, such as the concept of a manual "Stop Area," which creates larger deviation areas for certain transfer and layover locations, and "On-Break" scenarios for drivers who deviate from route for layover, refueling, or shift change maneuvers, but the core model requires routes to be followed as drawn

iii. Deadheads: When drivers sign in to the first trip of their service while still in a yard location, and must drive a considerable distance (> 1 mile) to the first stop of the first trip of their service, scheduled arrival predictions will be provided to passengers while the vehicle is performing that "deadhead" portion of service on its way to the first stop. Actual arrival predictions based on a real-

time ETA will not be provided, because there is no route upon which the vehicle is traveling, and therefore no prediction of travel time can be provided.

iv. Passenger Counts: Valid driver assignments and proper servicing of the route, as drawn, are also required for accurate passenger counting reports in the GMV TRACK system. GMV will always count passengers that board and alight the vehicle, however, if the vehicle has deviated from route, or if there is no assignment information at all, passenger counts will be assigned to an "unknown stop" category. This will allow Agency to retain all counting statistics and improve operations in areas where drivers are deviating from route, not signing in, or picking up passengers in locations where they should not be.

5. Reports

a. GMV TRACK reports are designed both to (1) provide valuable analytical insights into the performance of Agency's transit system and (2) provide insights into where Agency, or its drivers and staff, are not operating as designed. Thus, at times, missing data from certain reports is not necessarily the result of a failure in the GMV system, but instead an indicator of improper or incomplete service on the part of Agency. The following is a notable example:

i. The Daily Schedule Performance (DSP) is a key reporting page used by many Agencies to track On Time Performance (OTP). Every scheduled trip in an Agency's daily service will be listed in the DSP with schedule stop times for each stop (or timepoint), for each trip. As vehicles perform their trips throughout the day, actual service times for each stop will populate beside the scheduled time in the DSP, and the stop will be color-coded as "Early," "On time," or "Late," depending on parameters set by Agency, as well as the calculated time of deviation. In order for data to arrive on the DSP, there must be (1) Properly working and connected vehicle equipment, (2) a valid driver assignment, and (3) vehicles following the route and its stops, as drawn, in proper sequence. If these requirements are not met, the DSP may not load data, show only partial data or a message of either "Missed Trip" or "No Assignment" will appear. This does not mean that the GMV system is not working. In fact, the GMV DSP, by not recording data exactly as expected, is showing the dispatch and operations team where vehicle equipment is failing, drivers are not signing in as directed, or where drivers are not servicing the route or its stops as drawn. GMV has, in this respect, designed the tool to provide valuable operational benefit from such missing data, and will provide training to Agency staff in how to utilize this tool to improve operational efficiency and to ensure the reliability of hardware themselves, without the need to just open a technical support ticket.

6. Integrations

a. If GMV is integrating with a pre-existing sub-system on your vehicles, it is the responsibility of Agency to ensure that the sub-system is working effectively prior to the GMV integration, and it is the sole responsibility of Agency to maintain the effective operability of those systems not installed by GMV. For example,

i. If Agency has a pre-existing Automatic Passenger Counter (APC) system, it is expected that the APC system will be in working order, calibrated correctly, and accurately counting passengers, and GMV will require evidence of this accuracy and effectiveness prior to integration. GMV's responsibility to integrate with such equipment extends only to retrieving the counts provided by that system and displaying those counts in the TRACK software management portal. Should the accuracy of those counts come into question, it will be the responsibility of Agency to show that the equipment was providing accurate data prior to the integration.

ii. Similarly, if the agency is using the GMV Automatic Vehicle Announcement System (AVAS), it is understood that any microphones, and radios running into the AVAS system, and any internal or external speakers already installed on the vehicle are in working order and will be maintained by Agency.

iii. This is not an exhaustive list, but merely two frequently encountered examples.

b. As it pertains to head signs/destination signs, fare boxes or other peripheral devices that require a sign in code, GMV will configure the system to allow a single point of sign on, but it is the responsibility of Agency to ensure that schedules, route names, and sign in codes are all provided consistently across all systems to ensure a seamless deployment of these integrations. GMV will provide details on this in Kick Off and Training.

7. Timeline

a. All proposed timelines for this deployment are based on the final date of contracting or official notice to proceed. Any change in the date of reaching a final agreement or receiving a final notice to proceed may result in comparable or possibly greater delays in each proposed phase of the deployment and system launch.

Attachment C
Deployment Acceptance Checklist

INNOVATING SOLUTIONS

Attachment C
Deployment Acceptance Checklist

PURPOSE: This document serves to enumerate the items required for GMV to achieve Deployment Acceptance. Deployment Acceptance signifies the attainment of the last Deployment Milestone and moves this contracted project from "Deployment" to "Active." It should be noted that payment will be invoiced as per the Milestone Schedule accompanying the contract. Annual Fees and Warranty for all installed systems begin according to the contract's In Service Date. This checklist shall be completed by the Customer Project Manager at the end of System Acceptance Testing, signifying the completed state of project deliverables.

Deployment Acceptance will evaluate the total vehicles available at the time of Installation. Vehicles pending delivery or otherwise unavailable will be scheduled for Installation and Validation on a mutually agreeable timeline.

PROJECT DELIVERABLES:

Fixed Route CAD/AVL

☐ - GMV delivered and installed thirteen (13) new GMV Hub devices with onboard Automated Voice Annunciator System.

☐ - GMV delivered and installed thirteen (13) rugged touchscreen drivers displays and other associated material required for installation on the vehicles

☐ - At the time of the deployment acceptance review, at least 90% of all GMV HUBs are powering on/off, connecting to the cellular network, providing accurate GPS location data, allowing drivers to sign in and out, sending messages to dispatch, switching trips, going on break, and sending emergency messages. Operator Screen functionality is dependent on proper sign in and route servicing.

Vehicle Network Gateway

☐ - GMV delivered and installed thirteen (13) vehicle network gateway devices, Cradlepoint R980 or equivalent.

Automated Voice Annunciator System (AVAS) & Interior LED Sign

☐ - GMV delivered and installed thirteen (13) Interior LED signs (QTY 1 per bus) for AVAS visual announcement

☐ - At the time of the deployment acceptance review, at least 90% of the AVAS systems are announcing routes, stops, PSAs, and other audio messages as configured in Track and when following proper sign in and route servicing.

Automated Passenger Counting (APC) System

☐ - GMV delivered and installed thirteen (13) IRIS Automatic Passenger Counting systems (APCs) with one sensor per door per bus.

☐ - At the time of the deployment acceptance review, at least 90% of the APC equipment is counting to 90% accuracy.
[GMV is not responsible for variances in passenger counting that result from vehicle route deviations, no driver sign-ins, or pickups/boardings occurring prior to driver sign-in or outside of a designated stop area.]

Single Sign-on - Headsign Integration – SSO via J1708

☐ - GMV has integrated with thirteen (13) pre-existing headsigns (Destination Sign Integration) for Single Sign On between the HUB Operators Screen and headsign. The customer is responsible for enabling J1708 on each

headsign if not already done.

Real Time Passenger Information

☐ - GMV delivered the Real Time Passenger Information suite, including:

- Desktop and Mobile Web Application
- Arrivals Predictions API
- GTFS and GTFS-RT data feeds for third party consumption

Spare Hardware

☐ - GMV delivered the following spare hardware systems:

- Two (2) GMV HUB w/AVAS System
- Two (2) Drivers Interface Touchscreen
- Two (2) Vehicle Network Gateway
- Two (2) IRIS APC 2 door 2 sensor kits
- Two (2) Samsung Tablets Active 3 or Equivalent

Definitions

- "Proper Sign-In and Route Servicing" means the driver or dispatcher has assigned the vehicle and driver to a run, route, and/or trip; the sign-in is received by the GMV system. The vehicle then services the route and the stops in the order, and upon the route path, as defined in the tracking system.

If any of the previously mentioned items are not completed upon review of the system, the Customer is asked to attach an addendum to the Deployment Acceptance Checklist that identifies the item that is not complete, and an explanation outlining why.

Dates and Signature

Description	Date
Warranty Initiation ("In Service Date")	
Deployment Acceptance	

Customer Project Manager
Name:
Date:

Signature: _____

1 INSTALLATION, WARRANTY, AND SUPPORT

If you decide to do business with GMV, we understand that you are entrusting us to provision, install, monitor, and responsibly manage the infrastructure that powers critical technology for your transit system. We commit to do so and have established the following installation, warranty, and support policies to uphold this commitment.

1-1. INSTALLATION PROCESS

GMV manages project installation through a defined pre-installation, installation, and post-installation phasing process.

1 - 1.1 PRE-INSTALLATION

During this phase, the project deployment team surveys vehicle and gathers technical vehicle information (i.e. 12V/24V engine, # of doors, door measurements, vehicle photos, etc.). The information gathered is used to develop a Scope of Work (SOW) that documents the installation approach and highlights details such as equipment mounting & wiring locations. Agency input is encouraged during this phase to ensure that the final call on installation decisions is made transparently and collaboratively. The scope of work is made available to agency staff and can be reviewed with GMV's installation team at any point during the installation process.

1 - 1.2 INSTALLATION

During the installation phase, Operations Engineers and Field Technician(s) execute the installation plan outlined in the Scope of Work. If during the installation GMV staff determine that changes to the Scope of Work are required, they are documented in a revised Scope of Work and made available for review and approval.

1 - 1.3 POST-INSTALLATION

This is the closing phase of the installation process. During this phase, the install team performs a validation to verify that systems are installed in accordance with GMV specifications, and that on-board equipment is performing as designed. The results of the system validation are documented, and, if necessary, any identified installation deficiencies are remediated. Lastly, photographs are taken of all installed components and saved for future reference.

The post-installation phase is the best time for agency staff/contract operators to review the systems installed in the fleet as well as become familiar with the systems and each different component. If it hasn't been already, hands-on maintenance training will be provided during this phase.

Once the installation is completed, the install team will schedule a date to perform an on-site final inspection. Once the final inspection is completed, all parties will sign-off on a written report that will include notes and comments provided during the inspection. The report will remain available for reference.

If the installation is divided into different phases (i.e. CAD/AVL first, then APC and AVAS later), there will be a walk-thru of the first phase after the installation is completed and then the final inspection will be performed once all of the different systems have been installed. This is to respect the agency and operator's time.

We also take advantage of this time to answer questions about the equipment, wiring, troubleshooting, etc. Any corrections requested or required will be performed and additional post-correction photos will be taken and logged.

☑ Equipment and/or installation defects found by agency or contractor staff anytime within 30 days of installation are fully covered and will be remedied by GMV. Remediation steps may include having the installation team return to perform rework, processing a no-questions-asked parts replacement, or other necessary steps.

1-2. SERVICE LEVEL AGREEMENT AND SUPPORT

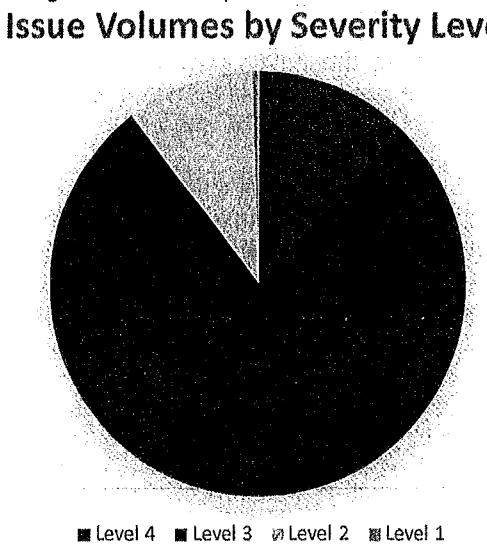
Ongoing support is included in the recurring maintenance fees associated with GMV services. Ongoing support includes access to a self-service support portal, product support staff, and software upgrades. There are no per-incident or hidden support charges.

Service level standards for support are outlined in the table below and based on categories of support issues ranging from Level 1 through Level 4, each with tailored approaches to effectively reach resolution.

Issue Severity	Issue Description	GMV Staff Involved	Submission and Response Method	Response Policy
Level 1	System-wide service disruption *It's rare but we're prepared*	Executive	No submission required Notification posted in app, to GMV Status Page[1], and emailed to subscribed users	A notification is posted within one (1) hour of a disruption occurring. Notification updates are posted at least every twelve (12) hours until the issue is fixed.
Level 2	Complex troubleshooting and recurring issues *In case we don't resolve an issue quickly or right the first time*	Specialist	Issue escalated from Level 3 A specialist intervenes to assist	Complex, recurring, and unique issues are escalated to GMV's most knowledgeable staff. This occurs when an issue requires extensive effort or back-and-forth to resolve.
Level 3	Product questions and technical assistance *It's what our dedicated support team's here for*	Support	Ticket submission or call A support team member responds	A substantive response will be sent within one (1) business day of the original submission.
Level 4	Requests and other inquiries *Ask us anything*	Account Manager	Ticket submission or call The appropriate staff member gets in touch	A confirmation that the submission has been received and referred to appropriate staff member within one (1) business day of the original submission.

1 GMV Status Page URL: https://status.gmvsyncromatics.com/

GMV endeavors to keep its servers up and running 24x7x365 and avoid service disruptions (Level 1 issue). To do so, alerts and automated system notifications have been designed to reveal potential issues before they occur, engineers remain on-call after hours, and a 24/7 emergency support line is available to users. As a result, the benchmark for system uptime is in excess of 99%. And only a sliver of the overall number of support issues received by GMV are categorized as Level 1.



Users have access to a 24/7 self-service support portal that includes a Knowledge Base with helpful product documentation and training guides. The portal can also be used to submit support tickets, review previously submitted tickets, and to follow up on currently open tickets. The portal is actively managed to ensure tickets are handled in a timely manner and most tickets are responded to within 24 hours of submission.

Effective support for GMV's intelligent transit system requires a collaborative effort. Issue reports submitted by

users may be followed-up with requests for observations related to reported system behavior, explanations of troubleshooting steps attempted, and additional troubleshooting in accordance with real time recommendations made by GMV staff or as outlined in GMV's product support documentation (e.g., troubleshooting binder).

1-3. HARDWARE WARRANTY

GMV offers a 1-year standard warranty on all hardware except the "GMV Hub" which carries a 2-year standard warranty. The warranty includes parts and shipping in the event of a defective unit. GMV can provide, upon request, pricing for extended warranty on most systems.

The warranty does not cover damage found to be the result of external causes such as misuse, abuse, accident, natural disasters, acts by third parties, or negligence (e.g., liquids spilled on equipment, exposure to rain, or damage caused to equipment during the return). Standard warranties come at no additional cost with the equipment and are relative to the date of installation unless otherwise specified.

If a hardware issue is reported and troubleshooting procedures prove unsuccessful then steps will be initiated (as outlined in the table below), based on the warranty status of the malfunctioning equipment, to ensure replacement equipment is made available.

Equipment Warranty Status	Replacement Equipment Procedures
Covered (Standard or Extended)	A Return Merchandise Authorization ("RMA") will be processe. Replacement equipment will ship within two (2) business days* from the date of authorization, with delivery scheduled no more than five (5) business days from the date of authorization. **Shipping delays will be communicated as soon as they are known and generally within the first two (2) business days from the date of authorization*
Out-of-Warranty	A quote for replacement equipment will be provided. Replacement equipment will ship within two (2) business days from the date that the PO or equivalent form of purchase authorization is received.

1-4. SERVER BACKUPS

GMV's servers are housed in a secure server facility that is home to several thousand servers; it draws power and communications from a large, well-known network communications hub. The facility has multiple redundant power supplies and a 24x7 Network Operations staff. For these reasons, a high degree of confidence is placed on the reliability of the server infrastructure.

GMV's backup schedule is as follows:

- Every 24 hours, the entire structure of the system and all data with the exception of historical position and stop data is backed up inside the data center to at least 2 backup mediums.
- Every 24 hours this backup is transferred over the high-speed network to an online backup repository in a different region (to mitigate geographical risk).
- Every 72 hours' historical data is backed up in the same fashion above (2 local backup mediums, 1 offsite backup) and uploaded offsite. The schedule is longer because this is a substantially large amount of data to transfer and may take 48-72 hours to complete the offsite upload.

Attachment E
Proposal

REQUEST FOR PROPOSAL

COVER SHEET

CAD/AVL Hardware, Software, and Professional Services

SOLICITATION NUMBER: _____

THIS SOLICITATION CLOSES ON: **01-15-2026 at 4:00PM CST**, Proposals must be submitted by this date and time. Late PROPOSALS or offers will not be accepted.

FOR INFORMATION ON THIS PROCUREMENT, CONTACT:
Ronald Schuenke
Ronald.schuenke@wausauwi.gov

ITEMS OR SERVICES TO BE PURCHASED:

- Hardware: CAD/AVL, Annunciator System, Automatic Passenger Counters, CCTV Security System, and On-Board Driver User Interface
- Software: Transit Service Design, Transit System Supervisory Software, Driver Scheduling Software, Data Management Software, and others to operate all hardware components
- Professional Services: Customer support with installation, training, operation, maintenance, and security of all hardware and software

SIGNIFICANT EVENTS/TARGET DATES:

ISSUE DATE	**December 2, 2025**
PRE-PROPOSAL CONFERENCE (OPTIONAL, ESTIMATE)	**December 8, 2025**
LAST DAY TO SUBMIT QUESTIONS	**December 15, 2025**
POST AMMENDMENTS (ESTIMATE)	**December 22, 2025**
PROPOSAL CLOSING DATE	**January 15, 2026**
INTERVIEWS (IF NEEDED, ESTIMATE)	**January 15 – 29, 2026**
NOTIFICATION OF INTENT TO AWARD (ESTIMATE)	**March 2, 2026**
CONTRACT START DATE (ESTIMATE)	**March 2, 2026**

PROPOSAL SUBMISSION: All proposal requirements must be submitted by the closing date electronically via email to:
Ronald Schuenke
Ronald.schuenke@wausauwi.gov

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- Attachment B – Bidders List
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- Attachment D – Pricing Proposal
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- Attachment F – Affidavit of Non-Collusion
- Attachment G – Bidder Response Checklist
- Attachment H - Baseline Conditions Report

1.0 GENERAL INFORMATION

1.1 Scope Summary and Introduction

The City of Wausau, Wisconsin, Transit Department, known as Metro Ride, is seeking Proposals from qualified contractors to provide CAD/AVL hardware, software, and professional services, as follows:

- Hardware: CAD/AVL, Annunciator System, Automatic Passenger Counters, CCTV Security System, and On-Board Driver User Interface
- Software: Transit Service Design, Transit System Supervisory Software, Driver Scheduling Software, Data Management Software, and others to operate all hardware components
- Professional Services: Customer support with installation, training, operation, maintenance, and security of all hardware and software.

Metro Ride is a public transit system owned and operated by the City of Wausau as a department of the city government. Metro Ride provides an ADA accessible, fixed route bus service and ADA paratransit service throughout the City of Wausau.

The Metro Ride bus fleet consists of 22 low floor 29' and 35' Gillig transit buses and four Chevrolet/Glaval cutaway buses. Metro Ride operates Monday through Friday from 6:30am to 6:30pm.

The City of Wausau intends to use the results of this solicitation to award a contract to a Proposer for the aforementioned services. All aspects of this Request for Proposal and associated contract will be in accordance with the City of Wausau Procurement Policy. The resulting contract shall be governed by the attached "Standard Terms and Conditions" unless specifically modified in this Request for Proposal document. Conditions of the RFP that include "must" or "shall" describe a mandatory requirement.

The City of Wausau reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to the City of Wausau. The City of Wausau reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award if doing so is determined to be in the best interests of the City of Wausau. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

The use of brand names for the purpose of describing the standard of quality, performance and characteristics desired is not intended to limit or restrict competition. The City of Wausau makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services will be procured.

SPECIAL NOTIFICATION. Federal grant monies 5307 ARP will fund this contract, in whole or in part. As such, entities awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. It is the "Submitting Proposer's / Awarded Vendor's" responsibility to be

knowledgeable and well informed of the pertinent certifications and contract clauses, as identified by WisDOT, for this procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract.

1.2 Definitions

For the purposes of this Request for Proposal and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

Acceptance Period	The number of calendar days available to the Issuing Agency for awarding a contract from the date specified in this solicitation for receipt of PROPOSALS.
Agency	City of Wausau
Contract Administrator	The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.
Contract Manager	The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.
Contract	The final version of any contractually binding agreement between the City of Wausau and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.
Contractor	The person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.
Disadvantage Business Enterprise (DBE)	DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least 51% interest and also control management and daily business operations.
Mandatory	A requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the Procuring Agency. The terms "must," "shall," and "will" are considered mandatory.
May	Indicates something that is not mandatory but permissible.
Procurement Manager	The person responsible for managing this procurement process.
Proposer	The entity submitting a Proposal in response to this RFP.
Responsible	A Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.
Responsive	A proposal that conforms in all material respects to the requirements set forth in the RFP.
RFP	This Request for Proposal.
State Holidays	January 1, Martin Luther King Jr. birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25, and December 31
Supplier	A person or entity that has been awarded the Contract as a result of this Proposal, and who is required to provide the agreed upon good and/or

	services. The term Supplier is used throughout this document in lieu of Contractor.
Vendor	A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Proposer.

1.3 Clarification and/or Revisions of this RFP

Any questions concerning this RFP must be submitted in writing on or before 12-15-2025 to: Ronald Schuenke via email, Ronald.schuenke@wausauwi.gov.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above-named individual of such error and request modification or clarification of the RFP.

The questions and subsequent answers will be documented and posted on the Metro Ride website's procurement section (https://www.wausauwi.gov/your-government/transit/procurement) by 12-20-2025. Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

Any contact with City of Wausau employees concerning this RFP is prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the notice of intent to contract is released.

1.4 Reasonable Accommodations

The City of Wausau will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/proposer conference, contact Ronald Schuenke via email, Ronald.schuenke@wausauwi.gov.

1.5 Contract Term

The Contract shall be effective on the execution date of the accompanying Contract. The Proposer must specify the work schedule and warranty schedule. See following requirements sections for more detail.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the City of Wausau.

1.6 Number of Contracts

It is the intention of the agency to award one or more Contract(s) for the CAD/AVL hardware, software, and professional services required in this solicitation. However, the Supplier(s) shall not have exclusive

rights to provide all goods covered under the Contract during the term of the Contracts(s) or any extension thereof.

1.7 Disadvantage Business Enterprise (DBE)

A contract specific DBE goal has not been established for this procurement.

1.8 Certification for Collection of Sales and Use Tax

The City of Wausau shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or Contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

1.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor may not provide equipment, services, or systems under this contract that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. covered telecommunications equipment or services, for purposes of this paragraph, has the same meaning as "covered telecommunications equipment or services" as defined in United States Public Law 115–232, section 889(f)(3) and includes, but is not limited to, any system, equipment or services described in 2 C.F.R. § 200.216(a)(3). This list is not all inclusive and subject to change without notice.

1.10 Cooperative Purchasing and Piggybacking

Wisconsin Statutes (s. 16.73, Wis. Stats.) established authority to allow Wisconsin municipalities to purchase from State contracts.

Piggybacking allows a contract established by WisDOT or another Wisconsin state agency, if agreeable to both the contracting agency and the vendor, to obtain the benefits of volume purchases and/or reduction in administrative expenses, under the terms outlined herein. Additional units may be purchased by agreeing to extend the contract to other municipalities and state agencies through piggybacking.

1.11 Wisconsin Public Records Law

Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become property of the City of Wausau. The Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, the City of Wausau will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law.

The proposer shall cooperate with the City of Wausau in any such defense and agrees to indemnify and hold the City of Wausau harmless for any costs of such defense.

1.12 Order of Precedence

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the bid response from the successful bidder, and additional terms agreed to, in writing, by WisDOT and Contractor shall become part of the contract.

The following priority for contract documents will be used if there are conflicts or disputes:

1. The Contract Award document
2. Official Purchase Order
3. Proposal response as accepted by WisDOT
4. WisDOT Request for Proposal

1.13 Ownership of Proposals

All Proposals submitted by Proposers pursuant to this RFP will become the exclusive property of the City of Wausau and may be used for any reasonable purpose by the City of Wausau. Proposals will be subject to Wisconsin Open Records Laws.

1.14 Federal Funding and Special Requirements

Federal grant monies($1,155,044) fund this contract, in whole or in part (Section 5307 – ARP. As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over $150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. A list of the Federal clauses and certifications applicable to this procurement is included at Part III, Section J, and the full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: http://www.nationalrtap.org/home.aspx

1.15 Procurement Policies

If selected, the consultant will be required to adhere to all Metro Ride procurement policies. Procedures in this policy are intended to conform to applicable federal law including 2 CFR Part 200, FTA C 4220.1F and the current FTA Master Agreement.

2.0 PREPARING AND SUBMITTING A PROPOSAL INSTRUCTIONS

2.1 General Instructions

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any potential (to be determined) on-site visits, interviews/presentations or demonstrations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Method for Submitting Proposals

Proposers have one option in responding to this RFP. **It is mandatory that Proposers submit their proposals via email to the address below. No mailed or hand delivered proposals will be accepted.**

All proposal requirements must be submitted by the closing date electronically via email to:
Ronald Schuenke
Ronald.schuenke@wausauwi.gov

2.3 Incurring Costs

The City of Wausau is not liable for any cost incurred by proposers in replying to the RFP.

2.4 Multiple Proposals

Multiple proposals from a proposer will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

2.5 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time. The written withdrawal notice must be received by the Purchasing Agent or Purchasing Supervisor managing this RFP process. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

2.6 Late Proposals

Any responses received after the Proposal due date and time specified in Calendar of Events will not be reviewed.

2.7 Proposal Acceptance Period

For this procurement, the minimum Acceptance Period is 90 calendar days. Proposals which offer a period less than the minimum stated will be rejected as non-responsive.

2.8 Calendar of Events

Listed below are specific and estimated dates and times related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by the City of Wausau. If the City of Wausau finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

SIGNIFICANT EVENTS/TARGET DATES:

ISSUE DATE	**December 2, 2025**
PRE-PROPOSAL CONFERENCE (OPTIONAL, ESTIMATE)	**December 8, 2025**
LAST DAY TO SUBMIT QUESTIONS	**December 15, 2025**
POST AMMENDMENTS (ESTIMATE)	**December 22, 2025**
PROPOSAL CLOSING DATE	**January 15, 2026**
INTERVIEWS (IF NEEDED, ESTIMATE)	**January 15 – 29, 2026**
NOTIFICATION OF INTENT TO AWARD (ESTIMATE)	**March 2, 2026**
CONTRACT START DATE (ESTIMATE)	**March 2, 2026**

3.0 PROPOSAL SUBMISSION REQUIREMENTS

Proposers responding to this RFP must submit the following:

1) **Cover Letter**

2) **Project Understanding**

3) **Statement of Work:** Vendors are required to submit a Statement of Work (SOW) detailing the work activities, deliverables, and timeline that the Vendor will use to perform services in accordance with the specifications of this RFP. The SOW must include all deliverables listed in section 5.1 Services / Items Required and information relating to the location of services, period of performance, deliverable schedule, applicable standards, payment schedule, and any other miscellaneous data pertinent to performing services in accordance with the requirements of this RFP. The Proposer must specify warranties on all hardware (minimum three years).

4) **Financial Stability Documentation:** Proposers responding to this RFP must be able to substantiate their financial stability by submitting either a letter from proposer's bank or auditor verifying financial stability. Do not submit financial statements/documents. The City of Wausau may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

5) **Minimum Vendor Experience.** Vendor must have a **minimum of five years of experience** with CAD/AVL hardware, software, and professional services as described in this RFP. **Vendor must provide three examples of similar work in use in the last five years**. For each project, describe the work performed and provide associated dates, locations, and results. Vendor must also include **three references in Bidder Required Form (Attachment A)** that can attest to the Vendor's experience.

6) **Qualified Resources.** Before the award of any contract, the Agency shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this RFP. It is the Vendor's responsibility to acquaint the Agency with these qualifications by submitting appropriate or supporting documentation, **including resumes for each person working on the project**.

7) **Attachment A - Bidder Required Form:** which includes signature page, designation of confidential & proprietary information form, references, and bidder information sheet.

   Proposer should provide contact information for three references that currently use the Proposer's equipment.

   Proposals submitted in response to this RFP must be signed by the person in the proposer's organization who is responsible for the proposal submittal, including prices. Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any addendums/amendments thereof.

a) **Proprietary and Confidential Information:** If the proposer designates on Bidder Required Form any information in the proposal as proprietary and confidential, the proposer must submit one electronic copy of the proposal with all proprietary and confidential information redacted. This copy should be clearly marked "REDACTED COPY" and submitted as a separate document upload.

8) **Attachment B – Bidders List**

9) **Attachment C - Specification Requirements Checklist.** If Proposer is unable to provide any of the requirements, the Proposer must explain why a requirement cannot be met.

10) **Attachment D - Pricing Proposal:** Bid price must include a separate detailed breakdown of all costs to be incurred throughout the contract by the Vendor/Consultant, in addition to this form. All costs, as requested, for furnishing the product(s) and/or service(s) must be included in this proposal. **The Pricing Proposal must be submitted as a separate document and must NOT be submitted in any other part of the proposal response.**

11) **Attachment E – Federal Clauses Non-Vehicles**

12) **Attachment F – Affidavit of Non-Collusion**

13) **Attachment G – Bidder Response Checklist**

4.0 PROPOSAL SELECTION AND AWARD PROCESS

4.1 Evaluation Committee

The City of Wausau's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the City of Wausau's request.

4.2 Preliminary Evaluation of Mandatory Requirements

The proposals will be initially reviewed to determine if mandatory requirements are met. Mandatory requirements in this RFP include minimum vendor experience and qualified resources as described in Section 3. Failure to meet mandatory requirements shall result in the proposal being rejected. If all proposers do not meet one or more of the mandatory requirements, the City of Wausau reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

4.3 Right to Reject Proposals

The agency reserves the right to reject any and all proposals.

4.4 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores received. The City of Wausau reserves the right to seek clarification of any information received. Proposers may be requested to answer additional questions. If these additional questions are asked, they will be evaluated against stated criteria, scored and ranked.

4.5 Evaluation Criteria

The proposals will be scored using the following criteria:

Description	Points Per Section
Minimum Vendor Experience	Pass/Fail
Qualified Resources	Pass/Fail
Ability to provide hardware to specifications	250
Ability to provide software to specifications	250
Ability to provide professional services to specifications	200
Project approach and proposed schedule	100
Pricing Proposal	200
Total Possible Points	**1000**

4.6 Interviews/Presentations and/or Site Visits

Top-scoring proposers, based on the evaluation of the written proposal, may be required to have interviews/presentations to support and clarify their proposals, if requested by the City of Wausau. The city will make every reasonable attempt to schedule each interview/presentation at a time and location that is agreeable to the proposer. Failure of a proposer to complete a scheduled interview/presentation to the city may result in rejection of that proposer's proposal. The city may conduct site visits of proposer and/or references' facilities to clarify or confirm proposal information.

4.7 Final Evaluation

Upon completion of any interviews and/or presentations by proposers, the City of Wausau's evaluation team will review their evaluations and adjust the scores based on the information obtained in the interview/presentation, demonstration, possible reference checks, and any other pertinent proposer information.

4.8 Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer after the original evaluation process is complete.

Alternatively, the highest proposer or proposers may be requested to submit best and final offers. If the city requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer following that process. However, a proposer should not expect that the city will request a best and final offer.

4.9 Notification of Intent to Award

All proposers who respond to this RFP will be notified in writing of the City of Wausau's intent to award the contract(s) as a result of this RFP. After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available to the public.

4.10 Negotiate Contract Terms

The agency reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

4.11 Appeals Process

Irrespective of whether a Proposer/offeror submits a protest before or after contract award, the protester must exhaust all administrative remedies with the procuring agency before pursuing a protest with the City of Wausau, WisDOT, or FTA.

Based on alleged apparent improprieties in a solicitation and violation of a statute or a provision of the Wisconsin Administrative Code, an intent to protest must be filed no later than five (5) working days after the notices of intent to award is issued. The protest must be filed with the procuring agency no later than ten (10) working days after the notice of intent to award are issued. In all other cases, protests must be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated. Failure to substantially comply with any of these provisions may be grounds for dismissal of the protest.

Must include the following information:

a. The protestor's name, address, fax and telephone numbers.
b. Solicitation or contract number.
c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting prejudice to the protester.
d. Copies of relevant documents.

e. Request for a ruling by the subrecipient.
f. Statement as to the form of relief requested.
g. All information establishing that the protester is an interested party for the purpose of filing a protest.
h. All information establishing the timeliness of the protest.

Protests shall be filed in writing to the procurement officer of this RFP.

The procurement officer will issue a decision on the protest within 10 working days of receiving the written protest. A copy of the decision will also be provided to the WisDOT Transit Procurement Manager.

If the Proposer/offeror is not satisfied with the outcome following the review of the initial protest by the procuring agency, the Proposer/offeror can pursue remediation directly with the Wisconsin Department of Transportation (WisDOT). WisDOT's review will be limited to whether there were improprieties in the solicitation process or if there was a failure of the procuring agency's procurement system.

If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

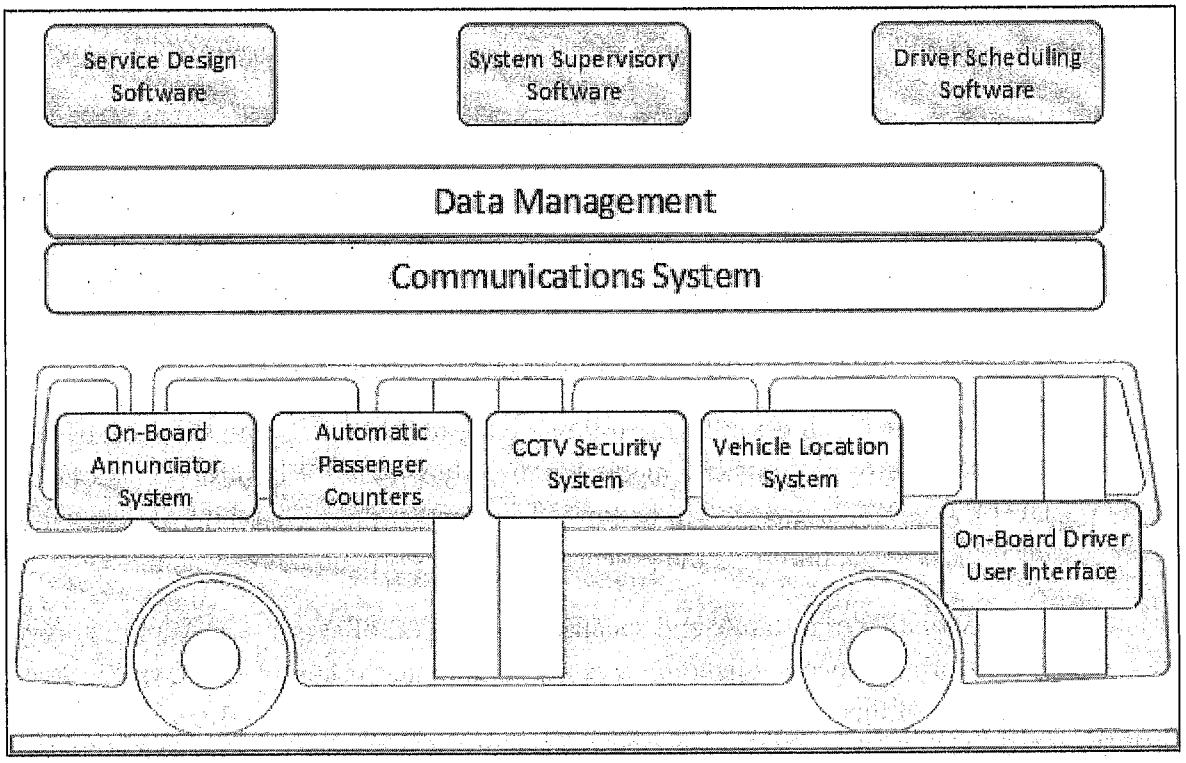
5.0 CONTRACT DELIVERABLES

All specifications in this section are mandatory and indicate the minimum specifications for the services/commodities required. The following specifications must be met at no additional cost above the pricing provided in the Proposal. Failure to meet any mandatory specifications will result in the disqualification of the Proposal. In the event no Vendor is able to meet individual mandatory specifications, the city reserves the right to continue the review of proposals and to select the proposal that most closely meets the specifications detailed in this RFP.

5.1 Services / Items Required

The successful respondent will provide a system with functionality described below and illustrated in Figure 1. Respondents are encouraged to review the Baseline Conditions Report (Attachment H) prior to developing their proposals. The Baseline Conditions Report describes the current systems and practices in place at Wausau Metro Ride which will be replaced by the system to be procured.

Figure 1. System Schematic Diagram



4.1.1 Service Design Software

The technology requirements for Wausau Metro Ride's CAD/AVL system include several key components aimed at improving service delivery and operational efficiency. The Service Design Software will support route creation and performance analysis, allowing for detailed scheduling, mileage reporting, and integration with GTFS exports. It shall also support data imports from supervisory software and automatic passenger counters (APCs). It shall be designed to handle up to 50 routes, each with up to 150 stops and 100 vehicles and have the ability to export schedules as needed to the system supervisory software in static GTFS format.

- **Capabilities:** Enables route creation and design, importing census data, scheduling, mileage, and performance analysis. Supports multiple patterns per route and GTFS exports.
- **Performance:** Supports up to 50 routes, 150 stops per route, and 100 vehicles.

4.1.2 System Supervisory Software

The System Supervisory Software will facilitate real-time vehicle tracking, historical playback, and map-based displays while integrating with LDAP authentication and conforming to industry standards (Google's Live Transit Updates) while supporting a fleet of 100 vehicles and drivers.

- **Functions:** Real-time vehicle tracking, GTFS updates, user display with a map, alerts for lost communication, historical playback, and integration with LDAP authentication.
- **Performance:** Handles data for 100 vehicles and 100 drivers.

4.1.3 Automatic Passenger Counters (APC)

To enhance passenger data accuracy, Automatic Passenger Counters (APC) will count individual boardings and alightings without interfering with passenger movement. The APC will store detailed data in a central database for seven years and granular real-time data for one year. The APC shall be capable of performing in the expected environment (manufacturer's specifications between temperatures of -20 to +60 C and a non-condensing relative humidity level of 95 percent). The APC shall also meet Federal Transit Administration (FTA) standards for accuracy required for NTD Reporting.

- **Features:** Counts boardings/alightings, integrates with vehicle location systems, and stores detailed data in a central database for seven years.
- **Performance:** Accuracy adheres to Federal Transit Administration standards, with minimal data loss.

4.1.4 On-Board Annunciator System

The On-Board Annunciator System will provide automated stop announcements with the upcoming stop's name. The system shall include configurable triggers and adjustable sound levels.

- **Functions:** Automatic stop announcements based on vehicle direction and configurable stop distances.
- **Performance:** Audible clarity above background noise, with automatic sound adjustments.

4.1.5 Driver Scheduling Software

The Driver Scheduling Software will create and manage schedules, accommodate driver preferences, and distribute schedules electronically and in print, offering flexibility for manual adjustments to the schedule. The system will store driver information and integrate scheduling parameters.

- **Functions:** Creates schedules using service definitions, integrates driver preferences, and supports manual adjustments.
- **Distribution:** Publishes schedules in various formats and via electronic methods.

4.1.6 CCTV Security System

The system shall also integrate a CCTV Security System to retrieve data from existing AngelTrax digital video recorder (DVR) systems without requiring modifications to the DVR software. The CCTV security system will use Wi-Fi or cellular connections with high-speed data transfer capabilities.

- **Functions:** Interfaces with existing DVR systems using Wi-Fi or cellular connections.
- **Performance:** High-speed data transfer within the agency's garage and over routes.

4.1.7 On-Board Driver User Interface (UI)

An On-Board Driver User Interface (UI) will provide features like login prompts, fare input, and real-time communication, all displayed on a durable, touchscreen device with a minimum of 11 inches

(measured diagonally) and 16-bit color with adjustable and sufficient brightness. In addition to real-time communication drivers will be able to use the device for completing pre- and post-trip check lists.

- **Physical Features**: Durable, touchscreen display with real-time communication capabilities.
- **Functions:** Supports login, fare input, transfer recording, messaging, and checklist completion.

4.1.8 Vehicle Location System (VLS)

The Vehicle Location System (VLS) will deliver real-time GPS updates, provide on-time performance reports, and integrate seamlessly with other systems. Data stored with the VLS system includes date, time, and driver ID for driver log in and log out and driver in-service checklists.

- **Capabilities:** Real-time location updates, integration with other systems, and detailed on-time performance reports.
- **Performance**: Provides accurate GPS positioning within seconds.

4.1.9 Communication System

Data transmission will be facilitated by a Communication System using Wi-Fi and 5G cellular connectivity for high-speed and reliable data transfer. The communication system shall support Wi-Fi connections to the driver user interface (UI), the Automatic Passenger Counter system, the on-board digital video recorder, the annunciator system. The communication system shall support cellular connections to the driver user interface (UI) and the Automatic Passenger Counter system.

- **Features:** Wi-Fi and 5G cellular connectivity for data transfer between on-board systems and the central database.
- **Performance:** High-speed connections with robust coverage across routes.

4.1.10 Data Management

For data management, a centralized SQL database will store all operational data with robust security measures, authentication via Windows Azure, and data retention for up to seven years.

- **Features:** Centralized storage accessible via SQL, with robust backup and recovery. Data retention for at least seven years.
- **Security:** Authentication via Windows Azure, ensuring restricted access.

4.1.11 Operations and Maintenance

Comprehensive operations and maintenance provisions include a three-year warranty, optional extensions, and 24/7 technical support with rapid response times for critical issues. Additionally, extensive training programs will offer tailored materials, live sessions, and task-specific demonstrations for all user groups.

- **Warranty:** Minimum three years with optional extensions, including technical support and system updates.

- **Support:** 24/7 availability with rapid response times for critical issues.

Training Materials and Sessions: Includes user-specific syllabi, live and online training, and task-specific demonstrations.

4.1.12 Requirements

The system shall perform as described in the requirements defined in Attachment G – Specification Requirements Checklist. Respondents must read and respond to each requirement listed. For cases where a respondent is unable to meet the requirement or feels that an alternative approach will be satisfactory to the intent of the requirements, details may be noted in an addendum to their proposal.

4.1.13 Quantities

Respondent shall provide equipment and software as described in Table 1 and Table 2, respectively.

Table 1. Required Quantities for Vehicle Equipment

Item	Requirement	Vehicles	Spares	Total
On Board Annunciator System	Furnish and Install	25	5	30
Automatic Passenger Counters	Furnish and Install	25	5	30
CCTV Security System Updates	Furnish and Install	25	5	30
Vehicle Location and Communications	Furnish and Install	25	5	30
On-Board Driver User Interface	Furnish and Install	25	5	30

Table 2. Required Quantities for Software

Item	Requirement	Workstations
Service Design Software	Furnish and Install	5
System Supervisory Software	Furnish and Install	5
Driver Scheduling Software	Furnish and Install	5

4.1.14 Documentation

For each item or subsystem, successful responders will submit the following documentation:

- Installation Plan, including schedule, vehicle access, and facility needs
- Testing and Acceptance Plan
- Maintenance Plan
- Operations and Administration Manuals
- Warranty Documentation
- Licenses and Agreements
- Contact information for service needs

5.2 Detailed Specifications / Requirements

Additional specifications on required services, equipment, and software are included in Attachment C.

5.3 Contract Deliveries – For Goods

Deliveries shall be made free of expense to the City of Wausau and delivered to the location specified by the required delivery date. Delivery shall be made between 7:30 a.m. and 5:00 p.m., Monday through Friday, except holidays observed by the State of Wisconsin.

Delivery Address – Metro Ride, 420 Plumer St, Wausau, WI 54403

6.0 STANDARD TERMS AND CONDITIONS

INNOVATING SOLUTIONS

TECHNICAL PROPOSAL FOR

THE CITY OF WAUSAU, WISCONSIN TRANSIT DEPARTMENT – METRO RIDE RFP# 25-1019 CAD/AVL HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES

For:

METRO Ride
PROVIDED BY WAUSAU AREA TRANSIT SYSTEM

Metro Ride
ATTN: **Ronald Schuenke**
420 Plumer Street
Wausau, WI 54403

Submitted By:
GMV
Cristina Fanjul, Business Development Manager

GMV
700 S Flower St, Suite 470 Los Angeles, CA 90017
(213) 973-1209
www.gmvsync.com

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1 COVER LETTER

GMV
700 S. Flower St, Suite 470
Los Angeles, CA, 90017
www.gmv.com

Dear City of Wausau Transit Department Stakeholders:

Our company and solutions are an ideal fit for the technology needs of Metro Ride. Achieving a well aligned vendor-client fit is the most important aspect of any new business partnership, so we've outlined how our company and our approach will help you achieve your goals in this proposal.

You can rely on our company to provide a proven ITS solution because we are not a flash in the pan. We are the North American arm of GMV, an international technology company based in Spain with broad operations in various industries around the world. GMV's global transportation division deploys Intelligent Transportation Systems in cities like Waukesha (WI), Appleton (WI), Kenosha (WI), La Crosse (WI), Barcelona, Madrid, and Sydney. GMV's corporate leadership fully supports GMV's continued product development, best in class support of existing clients, and new projects with transit agencies across the country.

We have been operating in North America for nearly two decades. In that time, we have seen other CAD/AVL companies come and go. While our road has not always been perfect – we have learned some hard lessons and felt our share of growing pains – we have persisted and improved by listening to our customers, admitting our stumbles, and dedicating ourselves to continuous development to ensure a robust, easy-to-use, and reliable turnkey product.

Our hardware solution is designed to be simple and modular. We bring together the best technologies in each category to provide a single integrated solution. We are constantly adding to our range of solutions, so you can be confident that as technology changes, your agency will have the ability to change with it. While integrations may be a challenge to other ITS providers, they are absolutely core to our business and give our clients a level of flexibility and capability that cannot be found elsewhere.

All of our software products are continuously developed, and updates are delivered to all our clients simultaneously at no additional charge. Your agency should expect to get features that you don't even realize you need, but that your peers have collectively encouraged us to develop.

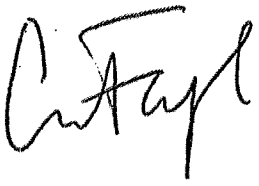
We are easy to work with because our system is designed so that non-technical staff can engage with every aspect of the software without relying on a big IT staff to keep things up and running. Most of our clients have zero IT staff or rely on part time help from the local City or County government for IT. That means we must ensure our technology is self-sufficient and doesn't impose IT burdens on our clients.

GMV has full faith that our product can serve your agency and your community with a reliable ITS solution. But our role does not end with hardware and software – we are dedicated to serving as your long-term transit technology partner. At the foundation of our work together is the full-time, dedicated staff at GMV who will not only guide you through implementation but will remain devoted to helping you address challenges and seize new opportunities throughout the life of your contract.

We have included detailed reference information for several customers similar in size and scope, four of whom are in Wisconsin. These clients have years of history with GMV and can vouch for how we transitioned them from their previous software provider, how we perform over time, and how we respond to their requests for new product capabilities and features. We strongly encourage you to speak with these agencies due to their relatively similar operating profiles and to get a sense of how we do business compared to the competition. Our company's strategy is built around long-term customer relationships, and we've worked hard to develop the trust and continued business of our current clients.

GMV looks forward to the opportunity to partner with Metro Ride. If you have questions, please don't hesitate to contact me at 909-957-5821 or cristina.fanjul@gmv.com.

Sincerely,



Cristina Fanjul
Business Development Manager

2 PROJECT UNDERSTANDING

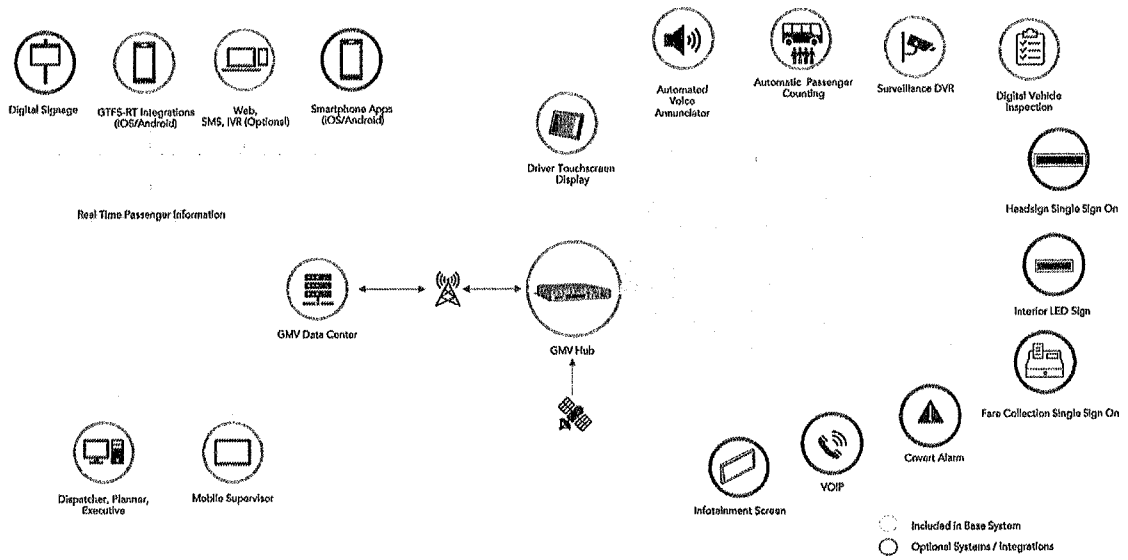
Understanding of the Project Scope

GMV is excited at the prospect of working with the City of Wausau as your Intelligent Transportation System provider and strategic partner in leveraging existing and emerging technology to enhance the service you provide your riders. Launching a new CAD/AVL system is a large investment, not only financially but also of your staff's valuable time. Because we have worked with agencies in size and scope similar to the Metro Ride, we can help navigate challenges, identify and mitigate risks, and immediately deliver value to your staff and your riders with a reliable, turnkey system. We are confident we can help the City of Wausau Transit Department achieve their goals to:

- Modernize technology in use at the agency, achieve technology goals, end reliance on paper forms, manual data entry, reduce staff time spent on error checking and reconciliation, move away from in-house solutions to an ITS solution that integrates all systems and processes in place now and in the future
- Improve service delivery and operational efficiency while enhancing passenger data accuracy and customer experience
- Implement a scalable solution that can grow and evolve alongside your agency as routes, vehicles, and stops increase
- Deploy a unified system that communicates between service design, supervisory software, driver scheduling software on-board hardware, rider-facing tools, and systems provided by other vendors

SYSTEM OVERVIEW

This diagram provides an overview of GMV technology on and off the bus. Yellow highlighted items are included in the base system. Blue highlighted features are capabilities of the GMV system, some of which are included in our proposal as optional.



IMPROVE DATA MANAGEMENT AND ADMINISTRATION AND OPERATIONAL EFFICIENCY

Metro Ride is seeking to modernize the current technology in use, and GMV is positioned to partner with your agency to end reliance on paper forms, create efficiencies that free up your staff's time, and provide tools that aid your agency in planning for the future.

Operators Daily Report: GMV provides Insights, our native Business Intelligence tool, and Insights Builder, our custom report builder tool, as part of our base offering. The Metro Ride team will have access to a suite of reports that empower them to evaluate service, keep accurate historical records, and reduce the reliance on manual reports. The run number, time on, time off, miles traveled, and totals for fare type reported by drivers at the end of their shifts will now automatically be available to agency staff via our web-based reports. During the initial configuration of your system, your Project Manager will speak with Metro Ride staff to understand all the information collected in the ODR, advising on where to find this critical data in pre-existing reports, training staff on crafting custom reports, and aiding in transitioning some elements of the ODR into the vehicle inspection templates.

Vehicle Servicing Report: GMV's Digital Vehicle Inspection system provides fully customizable pre- and post-trip inspection templates that will allow Metro Ride administration staff to collect critical data about their vehicles. Drivers will use an off-the-shelf tablet to complete the inspections.

Pre-trip reports will ensure each vehicle meets the requirements necessary to be put into service for the day. Common elements of pre-trip inspections include tire pressure, fuel level, and odometer reading. All pre-trip reports will receive a "pass", "fail", or "warning" classification, and digital reports will be automatically and immediately sent to the maintenance team via a web-based portal. Any failing reports will be flagged for intervention before the vehicle is put into service.

Post-trip reports will replace the manual VSRs completed when a vehicle is returned to the maintenance facility. Post-trip inspection forms are fully customizable and often include recording odometer and fuel levels. During the implementation of your system, your Project Manager will help identify the best way to record cash and token totals. Ideally, this will be done using our digital passenger counting feature.

If Metro Ride is interested in the continued use of RTA Navigator, we can provide an API that would allow for the integration between our Digital Vehicle Inspection tool and the software already in use at your organization. GMV is happy to participate in conversations with Metro Ride and RTA to establish a functional integration.

Service Design Software, System Supervisory Software, and Driver Scheduling Software: GMV's CAD/AVL solution provides Metro Ride staff with tools to manage routes, schedules and service packages, dispatch drivers, monitor operations for real-time errors, respond to challenges, communicate with riders, and monitor historical performance.

Each of these features is included in our base package and does not require any importing, exporting, integration or complex passing of data between each function of our cloud-based software. During the initial implementation of Metro Ride's new Intelligent Transportation System, your Project Manager will configure all routes, schedules, and service packages, consulting with your team and partnering with agency staff throughout the process.

To deliver the advanced planning and scheduling functionality outlined in Attachment C, Section 5 "Driver Scheduling Software" GMV proposes to subcontract Via to provide their Remix software. Metro Ride staff will create and manage routes, schedules, and driver bids in the Remix platform. Once finalized, your staff will export a GTFS file specifically formatted for GMV. This file will then be uploaded into the GMV system and validated for accuracy. This simple process will be repeated when any long-term changes to routes and schedules occur.

IMPROVED CUSTOMER EXPERIENCE: PASSENGER COMMUNICCAITION - ANYTIME, ANYWHERE

Your agency's mission is to provide safe, reliable, affordable basic mobility to your community. GMV understands a key piece in realizing this mission is keeping riders informed.

We believe in passenger communication anytime, anywhere, regardless of how riders prefer to consume information. Our experience has shown that different members of the community use different tools to plan their travel. So, GMV offers a full suite of passenger information features, including a multi-channel rider communication tool for your staff, and rider-facing features like our browser-based live bus tracker and integration with third-party apps.

As part of our base offering, GMV will manage your GTFS and GTFS-RT feeds, and will aid in establishing integrations with Google Maps, Apple Maps, and Transit App.

GMV proposes to leverage Transit App as Metro Ride's rider-facing iOS and Android mobile app. Transit App is used in more than 800 cities and 25 countries worldwide to provide accurate real-time information, intuitive step-by-step navigation, and live bus tracking. While GMV offers our own mobile app, we recommend Transit App because there is no cost for riders or your agency to use the base offering.

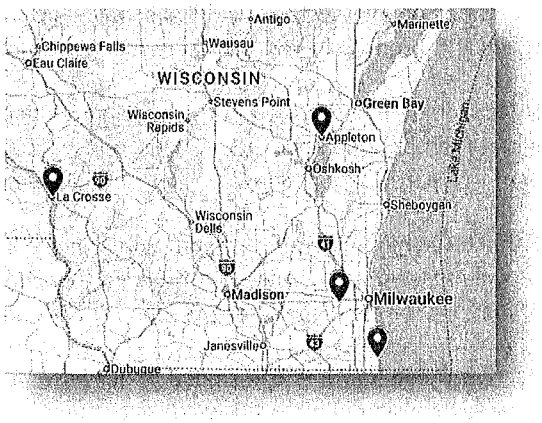
For riders who prefer to plan their travel without downloading an app to their mobile device, we will provide a web-based live bus tracker that can be linked to from your website or embedded in an existing webpage on wausauwi.gov.

YEARS OF EXPERIENCE WITH WISCONSINITES

GMV is fully confident that our company and solutions are well-equipped to meet and exceed Metro Ride's expectations, but don't just take our word for it. We work with over 100 transit agencies, including a few just a short drive away from Wausau:

- Valley Transit in Appleton, WI
- KAT in Kenosha, WI
- MTU in La Crosse, WI
- Waukesha Metro in Waukesha, WI

With a strong presence in the region, Metro Ride will not only be joining an established user community but will have access to GMV staff who work and live in your time zone, including our dedicated Customer Success staff.



AN INTEGRATED SOLUTION THAT EVOLVES ALONGSIDE METRO RIDE

GMV understands that Metro Ride is planning several long-term technology projects to modernize operations, so you need a CAD/AVL system that will grow alongside you, integrating with other smart bus technologies. Integrations with best in class third party partners is standard operating procedure for GMV and is critical to our business model. We design our tools on top of industry standards like Google Maps and the General Transit Feed Specification (GTFS) to ensure that our open architecture can welcome third party innovation.

For your convenience, we have listed many of the companies and solutions that we integrate with today, including many vehicle manufacturers and dealers. GMV has a proven history of working directly with bus manufacturers to install our system so new vehicles can be put into service immediately after delivery.

Demand Response Solution Integrations

RIDECO spare via

Real-Time Passenger Information Integrations

Google Maps transit

Scheduling Software Integrations

remix HASTUS optibus Schedule Masters SCHED21 Trillium Trapeze

Surveillance Camera System Integrations

SEON RCI lytx. AngelTrax SVI Safety Vision APOLLO Apollo Video Technology

Electronic Fare Payment Integrations

GENFARE masabi umo

Yard Management Integrations

Ubisense

Automatic Passenger Counter System Integrations

iris Hella Aglaia INFODEV

Onboard Digital Signage Integrations

HANOVER LUMINATOR TECHNOLOGY GROUP

Bus Manufacturers and Dealers

GILLIG ENC NEW FLYER BYD | RDE MODEL1

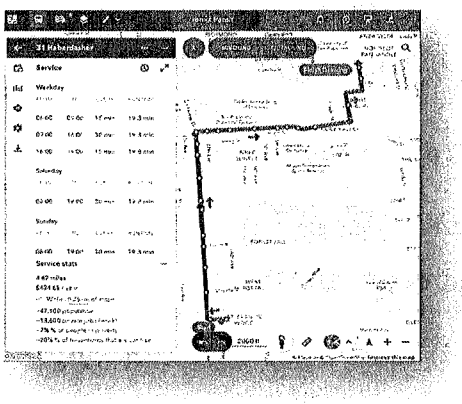
Don't see someone on the list above? GMV integrates with many additional solutions. If we have not yet established an integration you need, we are happy to talk further about your needs.

3 STATEMENT OF WORK

3.1 Deliverables

3.1.1 SERVICE DESIGN SOFTWARE

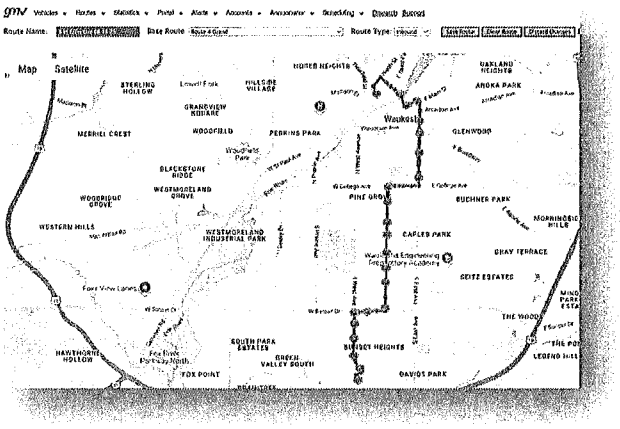
The ability to create and manage routes, patterns, schedules, and service packages is critical to the function of our cloud-based CAD/AVL software and Metro Ride staff's ability to efficiently manage fixed route operations. We will provide Remix Planning and Scheduling software for the creation and management of long-term routes and schedules. Once finalized, Metro Ride staff will simply export a GTFS file from the Remix platform, then upload it to and validate it in GMV's software. Your team will use the CAD/AVL platform to manage day-of assignments of vehicles and drivers, enact real-time service adjustments like ad hoc detours and trip cancellations, and communicate with your riders via GTFS-RT.

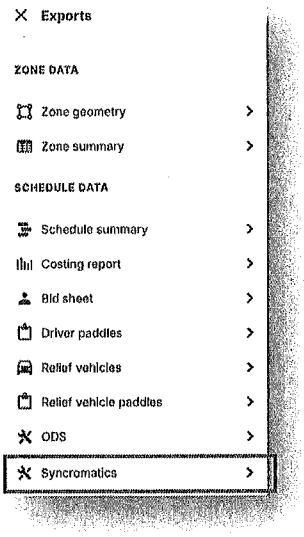


Remix provides Metro Ride staff with the tools to easily create and edit route geometry, including intuitive drag-and-drop features that automatically snap to the existing street network, defining routes as sets of points, patterns, and stops. Remix ensures Metro Ride's service infrastructure — including the bus stop network — is accurately represented in the system, ensuring parity with the City's real-world operations.

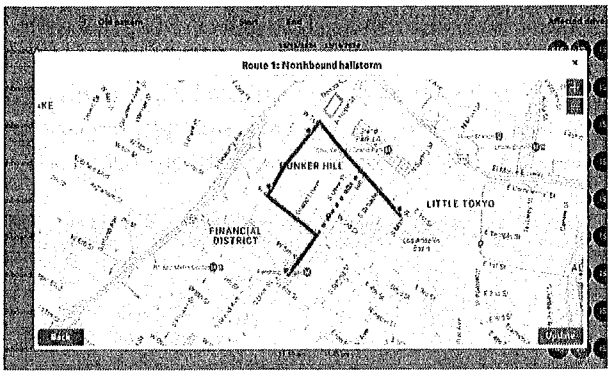
After routes are created, Metro Ride staff will use Remix to create and update vehicle assignments, vehicle runs, and driver assignments through a single digital workflow, eliminating reliance on paper-based processes.

Your team will click on the Syncromatics button within Remix to export a GTFS file to GMV's system. Once completed, your routes and schedules will be reflected in the CAD/AVL system. You'll use GMV for dispatching, driver login, and passenger communication





Metro Ride staff can easily respond to unexpected route changes using our On-the-Fly Detours feature. From the Dispatch Map or List screen, agency staff can define a new pattern, set the start and estimated end date of the detour, and communicate the change to their drivers and riders.

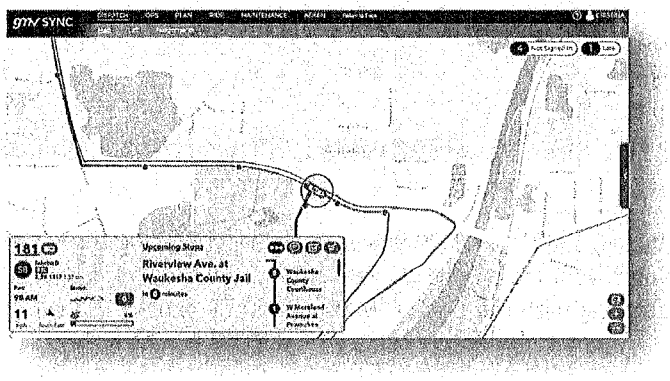


GMV offers a unified product, meaning all historic travel time data, Automatic Passenger Counter data, route performance data, and mileage and hours data is available with no complex imports. Rather, you can simply log into the GMV platform from any web browser to view a suite of reports about every element of your operations.

Our solution is currently used by Westchester, NY (325 Buses), LADOT, LA (320 Buses), and Chapel Hill (100 Buses) and is proven to scale with our clients as their operations evolve, vehicles are added to their fleet, and the routes they run and stops they serve increase. We look forward to partnering with the City of Wausau as they expand the service provided the community.

3.1.2 SYSTEM SUPERVISORY SOFTWARE

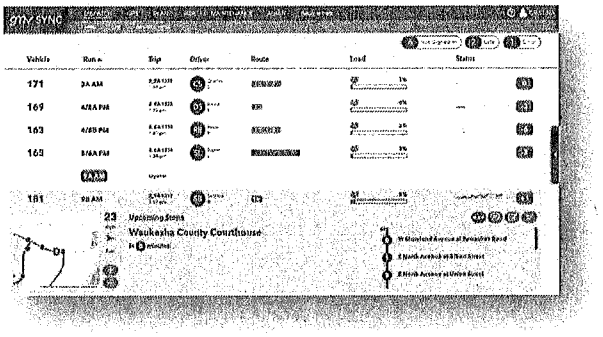
Metro Ride needs a solution that will allow them to track their vehicles in real-time. Using GMV's Dispatch Map and List tools, agency staff can track vehicles, monitor on time performance, view passenger load, quickly identify and address errors, and communicate with bus operators.

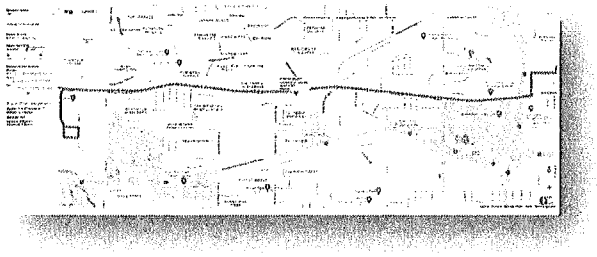


The Dispatch Map view shows all vehicles, with their positions updating every 4 seconds. This view also offers the ability to focus on a specific bus. Agency staff can click on a bus to open an Action Card, which displays driver, route, run, trip, speed, heading, passenger load, and schedule adherence information. This view also shows an upcoming stop ladder, highlighting potential missed connections at transfer points, a Message Driver feature, and Adjust Service feature to cancel trips or draw on the fly detours.

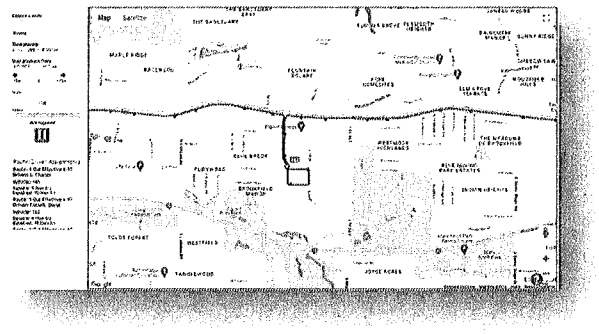
The Dispatch List provides the same data as the Dispatch Map but displays it in a birds-eye-view. This view allows agency staff to identify vehicles in an error state (early, late, off route, etc.) and take action to remedy the issue.

The Dispatch Map and List provide real-time information about your operations. To view historical data, we provide a suite of reports. There is no limit to the number of vehicles or drivers that can be included in reports.





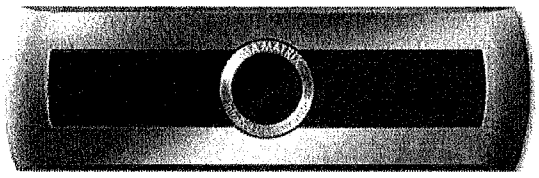
Use the "Breadcrumbs" tool to view individual GPS points from a specific vehicle for a given period. This report also includes vehicle date, time, and speed.



Use the Route Playback report to replay a vehicle's movements along a specified and to monitor service to stops.

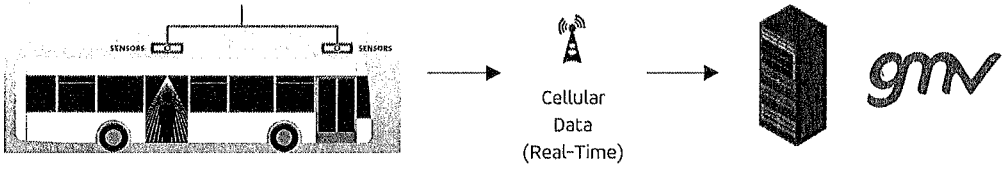
3.1.3 AUTOMATIC PASSENGER COUNTERS

GMV proposes to install the Iris IRMA Matrix Automatic Passenger Counter (APC) system. We have worked extensively with most of the APC hardware manufacturers in the industry as a result of interacting with existing APC systems on clients' vehicles, and in our experience, the Iris system amongst the most reliable and accurate.

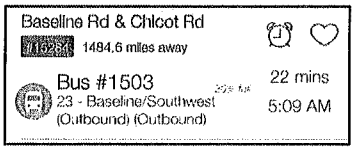


This solution is comprised of a networked smart sensor on each door that is wired in to the vehicle's Ethernet network via the GMV Hub. The sensors are calibrated to your vehicle's doorways and will reliably record passenger boarding and alighting events.

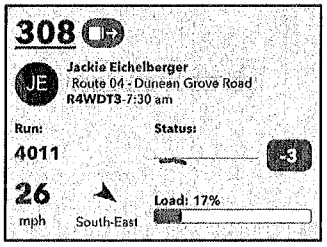
Boarding and alighting data is generated onboard the vehicle and is transmitted to our cloud-based servers in real-time. In the absence of a cellular connection, the Hub will store all its events, including APC data, and upload them to the server retroactively to ensure that the driver is not prevented from doing their job and the dispatcher gets the data as soon as it is available. All data will remain available in reports as expected.



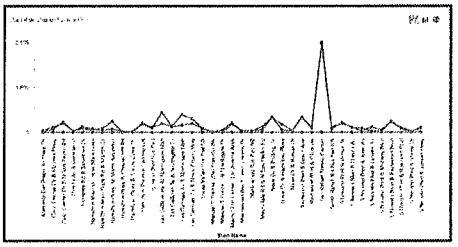
Passenger load data becomes available to Metro Rider staff and riders immediately. Historical APC reports are available the following day.



Real-Time Passenger Load for Rid-



Real-Time Passenger Load for Dis-



Reports for NTD and Service Planning

Automatic Passenger Counter Reports available to Metro Ride include:

- Total Boardings
- Ridership Heatmap
- Stop Details
- % Sum of Boardings by Route
- Sum of Boardings by Route
- Ridership Totals by Day of the Week
- Ridership by Hour
- Hourly Ridership by Route and Day Type - Week-days
- Hourly Ridership by Route and Day Type – Week-ends
- Ridership by Day of Week
- Total Ridership by Day / Hour
- APC Accuracy Report
- Custom Report Builder

3.1.4 ON-BOARD ANNUNCIATOR SYSTEM

Automated on-board announcements can be fully configured and managed through our web-based software. Metro Ride staff will have full control over what is announced and when messages play.

Because the GMV AVAS system is tightly integrated with a full understanding of your agency's routes, stops, schedules, and other CAD/AVL functions, we can offer a superior Annunciator experience on the bus. The AVAS system operates completely independent of your bus operators, however they do have the option to manually trigger pre-rconfigured messages, for example 'no eating or drinking on the bus'.

3.1.5 DRIVER SCHEDULING SOFTWARE

GMV has partnered with Via to provide their trusted Service Deign Software "Remix" to meet Metro Ride's Driver Scheduling Software requirements. Remix is a comprehensive, cloud-based platform purpose built to aid your team plan and schedule service.

Remix' Transit Planning software offers a suite of tools that Metro Ride staff will use to build and optimize routes and analyze service design workflow and accessibility. Remix's Scheduling software equips your team with smart automations to create, update, and track all vehicle schedules and driver assignments.

Having worked together for many years, our teams have built an integration that allows for the seamless transfer of route and schedule data, not only eliminating Metro Ride's reliance on paper, but also eliminating the need to repeat efforts across platforms. Metro Ride's new process will be:

1. Metro Ride staff will build all schedules and routes using Remix Planning.
2. Service designs – including routes, stops, timepoints, calendars, and frequencies – flow directly from Remix Planning into Scheduling. Metro Ride staff will generate vehicle and driver schedules.
3. Using Remix's integration with GMV, Metro Ride staff will import and validate route and schedule data in the GMV CAD/AVL platform. This data is at the foundation of all dispatch tools, driver-facing software, reports, and real-time rider communication.

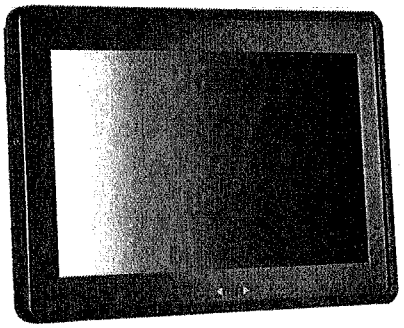
The Remix software will be used for all long-term routes and schedules, as well as generating clear schedule and structured driver bids and assignments. GMV's software will be used by drivers to sign into their run for the day, by dispatchers to monitor operations and react to real-time incidents (like ad hoc detours, trip cancellations, or reassigning vehicles and drivers), and by riders to track real-time bus locations and arrival predictions.

3.1.6 CCTV SECURITY SYSTEM

GMV proposes to install a Cradlepoint R980 router on Metro Ride's vehicles. Each router will contain a SIM card to provide cellular data. We will ensure there is a port available for the AngelTrax system on each vehicle. If the CCTV Security System requires any specific port rules, our Project Manager will work with stakeholders from AngelTrax and Metro Ride to discuss configuration.

The router can be configured to connect to Wi-Fi when the vehicles are in the yard. During the initial fleet survey, our Field Engineers will meet with Metro Ride staff to gather details about the Wi-Fi access points, including their location.

3.1.7 ON-BOARD DRIVER USER INTERFACE

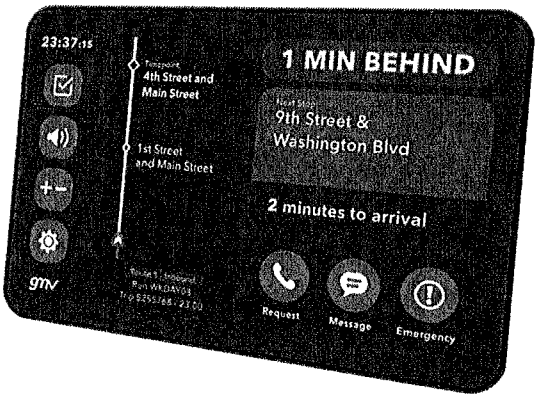


A rugged 10" Driver Touchscreen Display will be installed on each of Metro Ride's buses. Our Field Engineers will work directly with your team to determine the preferred installation location.

Signing into the CAD/AVL system is critical to accurate vehicle tracking, generation and dissemination of passenger-facing information, passenger counting, and onboard announcements. Our Product and Software Engineering teams met with bus operators from across the country to gather feedback on functionality and design. Our newly enhanced driver UI features a streamlined login process – drivers only need to select their name, route, and trip from a pre-populated list – and an easy-to-use interface.

The On-Board Driver User Interface empowers drivers to:

- Monitor On-Time Performance
- View progress along route (stop ladder and map view)
- Message with Dispatch
- Trigger a covert emergency alarm
- Manually count passengers and fares by type
- Play pre-recorded announcements
- Verify other onboard systems are functional
- Manage interior and exterior speaker volume
- Switch trips, switch drivers, sign in and sign out of system



3.1.8 VEHICLE LOCATION SYSTEM

The GMV Hub Vehicle Logic Unit serves as the brain on the bus and is responsible for recording and communicating vehicle location.

The GMV Hub contains separate antennae for both cellular and GPS. While cellular coverage can drop in certain areas due to cellular provider network conditions, GPS tends to be more reliable as it is based on several different satellites. To enhance signal quality and ensure a high reliability system, GMV recommends the use of roof mount antennae whenever possible and proposes to install an antenna on each bus as a component of our base scope. This approach results in vehicle positions updating every 4 seconds.

All data generated and collected by the GMV Hub is transmitted in real-time to our web-based servers and is reflected in our agency-facing tools, like the Dispatch Map and List, and rider-facing tools, like mobile and web-based live bus trackers. Historical data is saved on our web-based servers indefinitely and is available to Metro Ride staff anytime through our suite of reports.

In the absence of a cellular connection, the Hub will store all its events – sign-ins, APC data, GPS coordinates – and upload them to the server retroactively to ensure that the driver is not prevented from doing their job and the dispatcher gets the data as soon as it is available. All data will remain available in reports as expected.

3.1.9 COMMUNICATION SYSTEM

GMV proposes to install a Cradlepoint R980 router on Metro Ride's vehicles. Each router will contain a SIM card to provide cellular data and will provide connectivity to the onboard systems.

The router can be configured to connect to Wi-Fi. During the Kickoff Meeting, your GMV Project Manager will gather more information about the location and use cases for connecting to Metro Ride or other City of Wausau access points.

3.1.10 DATA MANAGEMENT

The GMV system is fully web-based and hosted by GMV. No servers or software will be installed at the client site. GMV's servers are housed in a secure server facility near downtown Los Angeles. The facility is home to several thousand servers; it draws communications from the largest network communications hub in greater Los Angeles. The facility has multiple redundant power supplies, a 24x7 Network Operations staff, and is housed in an underground facility secured by a four-level security system (building, elevator, facility and rack). For these reasons, a high degree of confidence is placed on the reliability of the server infrastructure.

GMV's backup schedule is as follows:

- GMV consistently maintains backups of your critical data on a 4-hour interval
- Once per week, the entire structure of the system and all data is backed up inside the data center.

GMV stores all agency data in an immediately accessible format for at least five years. There will be no archiving or retrieval necessary. Accessing five-year-old data will happen the same way as accessing 2-week-old data.

Metro Ride staff can access reports by logging into GMV's web-based software and viewing our standard reports or creating custom reports using our Insights Builder tool. All reports can be exported as csv files. At any time, your team can request GMV's assistance in doing a 'data dump' from our system, allowing you to analyze all data in third party platforms.

3.1.11 OPERATIONS AND MAINTENANCE

3.1.11.1 Warranty Period

GMV offers a 1-year standard warranty on all hardware except the GMV Hub, which carries a 2-year standard warranty. In alignment with Metro Ride's needs, we have proposed a 3-year warranty period for hardware and installations, with the opportunity to option an Extended Warranty for years 4 and 5. The warranty period will begin upon System Acceptance.

If an issue is reported about a hardware component under active warranty, and troubleshooting procedures prove unsuccessful, a Return Merchandise Authorization (RMA) will be processed. Replacement equipment will ship within two (2) business days from the date of authorization, with delivery scheduled no more than five (5) business days from the date of authorization.

3.1.11.2 Operational Services

GMV leverages a purpose-built network architecture running in a professional data center to achieve high performance and reliability in a cloud-based software program. Our clients share in the costs of maintaining GMV's top notch network infrastructure through the Annual Service Fees for their CAD/AVL system, resulting in an incremental cost to your agency. Metro Ride will not need to pay an additional line item for hosting, cloud storage, etc. during their contract with GMV.

3.1.11.3 Data Access

Metro Ride owns their data; we are just the good stewards of it. Your team can access their data anytime by logging into our web-based software and either accessing pre-made reports or creating custom reports through the Insights Builder tool. All reports can be exported as a CSV file.

GMV stores all agency data in an immediately accessible format for at least five years. There will be no archiving or retrieval necessary. Accessing five-year-old data will happen the same way as accessing 2-week-old data.

3.1.11.4 Required Support Services

Throughout the deployment of your new CAD/AVL system, the GMV Project Manager will serve as Metro Ride's primary point of contact, but there will be a whole team working behind the scenes to get you up and running. Your dedicated Account Manager and the Customer Success Team will be involved with meetings, configuration, and training, ensuring they are familiar with your agency, operations, goals, and needs. After receiving System Acceptance, Metro Ride staff will work directly with the Customer Success team to resolve any issues that arise.

GMV offers free, unlimited customer support. When you need help, Metro Ride can:

- Open a support ticket by e-mailing support-na@gmv.com or logging into our customer portal any time
- Visit the online GMV knowledgebase to view training manuals, videos, and step by step guides
- Call us at 866-383-4418.

Transit is a 24x7 operation, and so is GMV. If you have a critical issue after hours, our customer support staff will get the problem fixed, fast. Our support levels are detailed later in this proposal, but issues of all levels will receive a reply within one business day and Level 1 or Level 2 issues within 20 minutes.

Metro Ride's Account Manager will hold biannual or quarterly meetings with your team to ensure you are getting the maximum value out of your CAD/AVL system, addressing issues and planning for future transit technology projects.

3.1.11.5 Support Response Periods

All support is included in the recurring maintenance fees associated with our services (technical, help desk portal, after hours, and software upgrade). There are no per-incident or hidden support charges. We do not differentiate between technical or general questions. Instead, when a customer submits a support ticket, a category will be required (Level 1-4).

Support Level/Issues	Support Hours & Response Type	Response Policy
Level 4 Software Issues and Questions not impacting vehicles	Phone, Email Self-Help Portal Available 24x7	GMV will reply within one (1) business day to any Level 4 ticket submitted.
Level 3 Issues impacting <3 vehicles Issues impacting operational tools like dispatch	Regular Business Hours: 7:00AM – 7:00PM PST M-F Phone, Email Self-Help Portal Available 24x7	GMV will reply within Eight (8) hours from the time of ticket submission during regular business hours, and up to Twelve (12) hours outside regular hours.
Level 2 Issues impacting >3 vehicles simultaneously Issues impacting more than one operational tool	24 x 7 call center Phone, Email Self-Help Portal Available 24x7	GMV will reply to Level 2 tickets within 20 minutes during regular business hours and within One (1) hour outside regular hours.
Level 1 Issues impacting all vehicles System-wide downtime preventing use of all operational tools	24 x 7 call center Phone, Email, and Portal Direct Involvement by Executives	GMV will normally reply within 20 minutes to all Level 1 issues, and provides a Level 1 Escalation Policy in addition to our normal Escalation.

3.1.11.6 Training Materials

GMV understands that deploying and supporting an ITS system is an ongoing process, not a one-time event. Our staff will conduct initial training sessions with the stakeholders who are available and on staff at the time, but long-term value is established by conducting refresher sessions, training new staff, and providing daily support to the folks on the front lines. We offer free, unlimited training for the life of Metro Ride's contract.

GMV's training curriculum consists of modules that correspond with our suite of tools: DISPATCH, for the real-time operation of vehicles; OPS, for reports; PLAN, for service information and adjustments; RIDE, for rider communications; MAINTENANCE, for remote diagnostics; and ADMIN, for GMV account management.

Summaries of the proposed training modules are provided in a later section of this proposal. These syllabi include intended audiences, topics reviewed, course duration, and other important considerations.

3.2 Technical Solutions – Services / Items Required

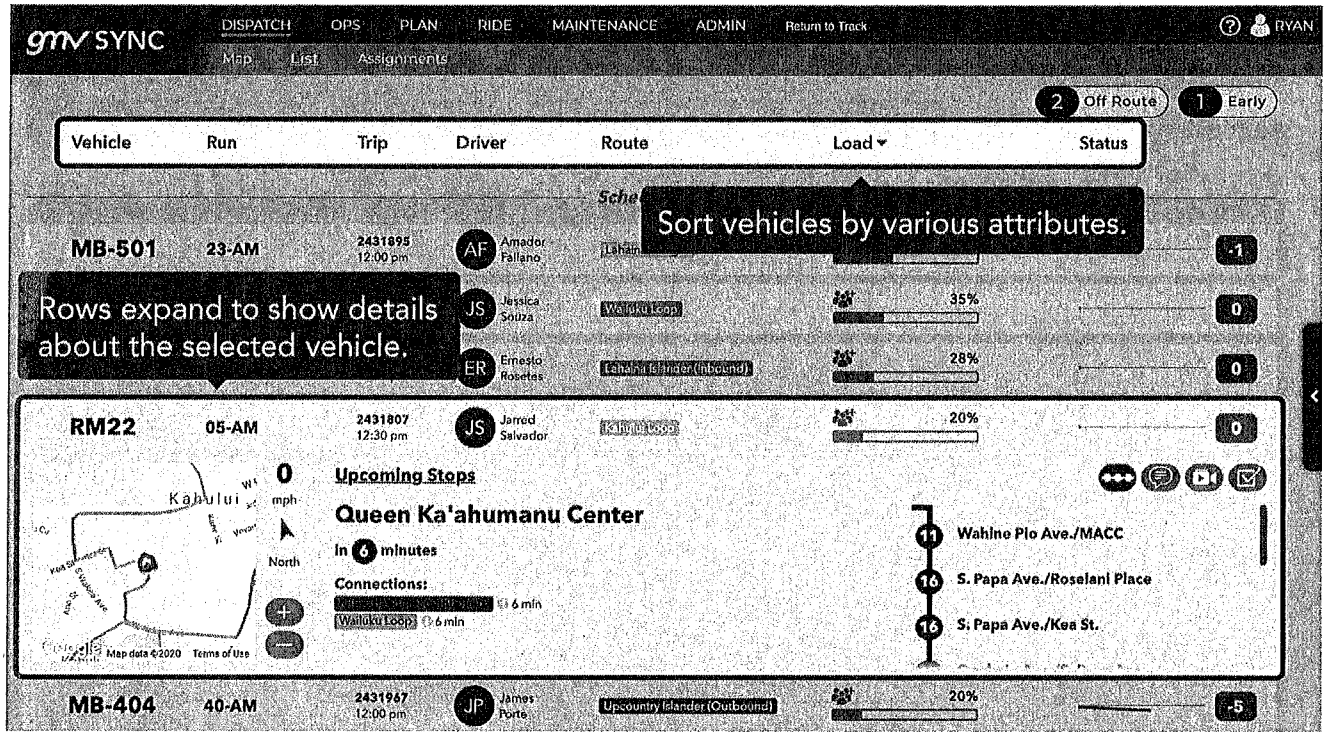
3.2.1 SYNC DISPATCH SOFTWARE (CAD/AVL)

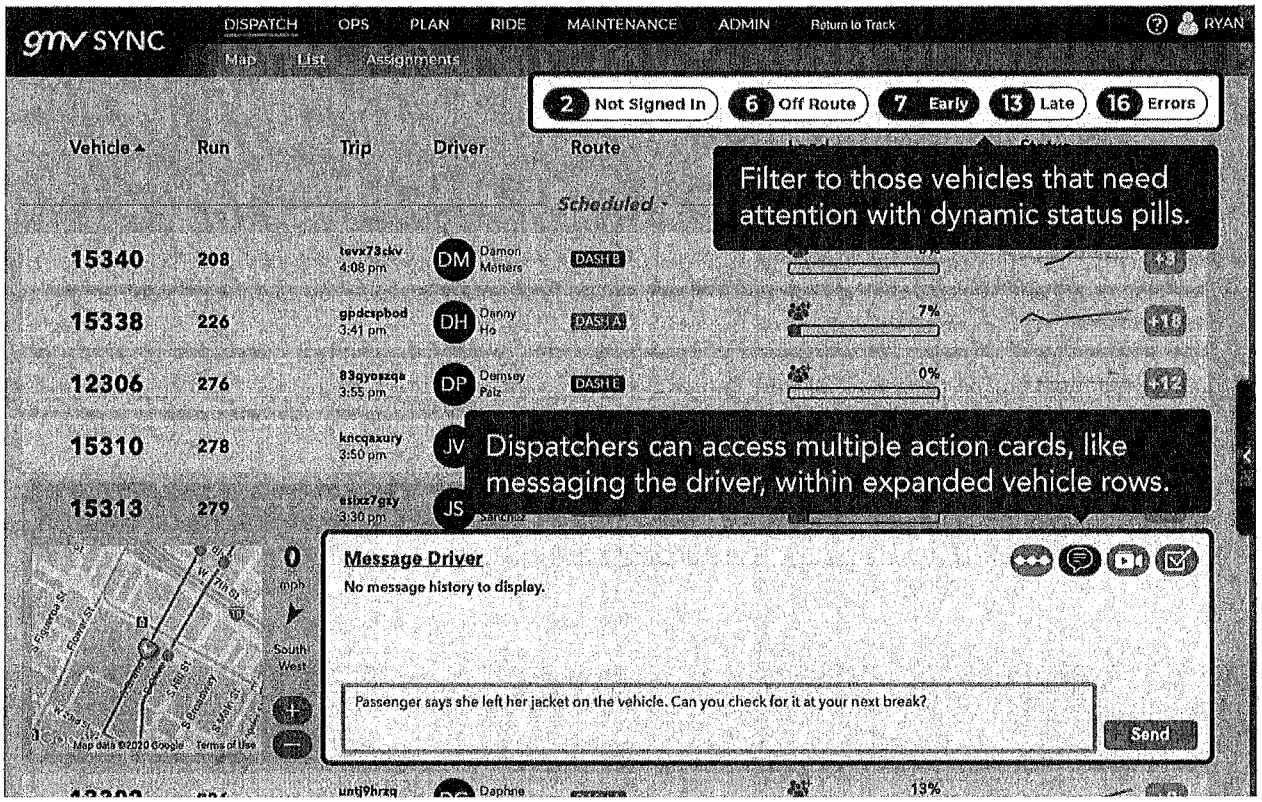
3.2.1.1 Dispatch List View

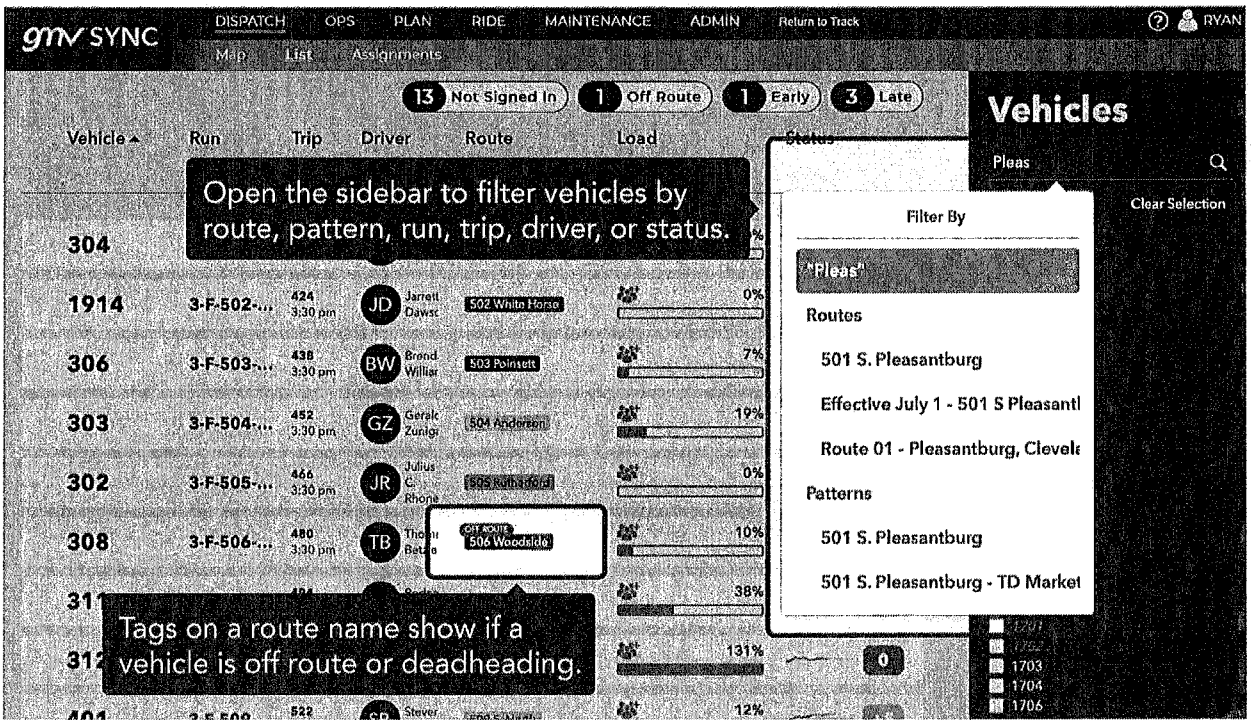
The dispatch list view will enable the dispatcher to sort by various attributes, including: late/early arrival severity. This view will also group any vehicles that are off-route or not signed in correctly, so that you can always keep an eye out for "problem buses" at the top of the list.

Once you've selected a particular row (vehicle), an expanded drop-down card will display the individual features for that particular vehicle.

The oval buttons across the top display persistent alerts, which are always visible to the dispatcher. These alerts show vehicles that are currently in a particular error state, and selecting each of those alerts will automatically filter the list to show vehicles in that current state, and individual details about each vehicle.

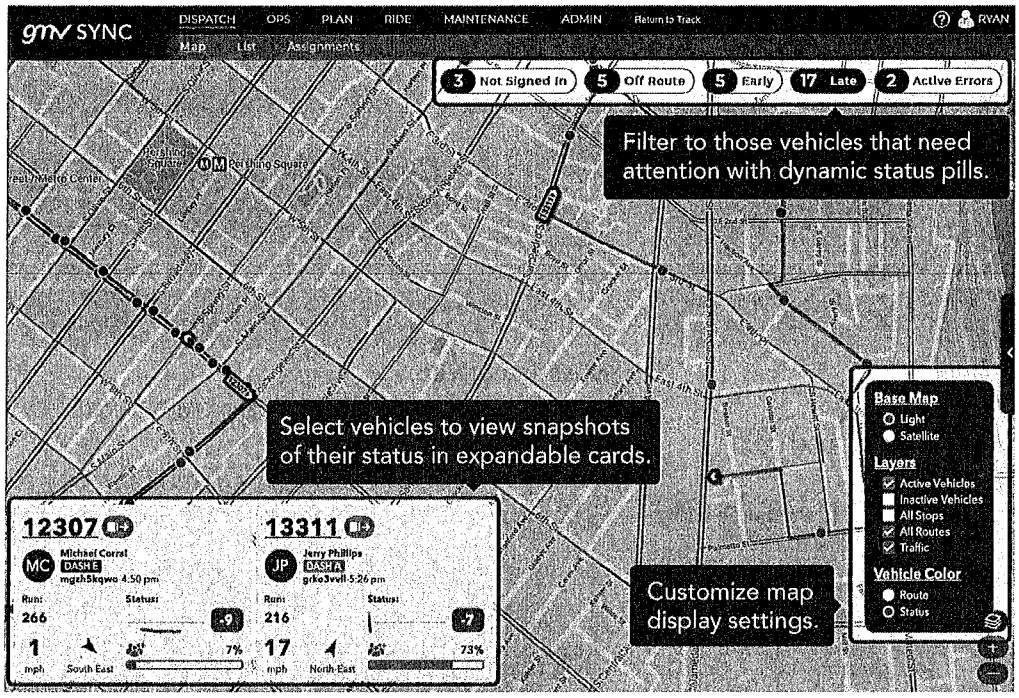



gmv SYNC
DISPATCH
OPS
PLAN
RIDE
MAINTENANCE
ADMIN
Return to Track
RYAN
Map
List
Assignments
2 Not Signed In
6 Off Route
7 Early
13 Late
16 Errors
Filter to those vehicles that need attention with dynamic status pills.
Vehicle
Run
Trip
Driver
Route
Scheduled
15340
208
DM
Damon Matters
DASH B
15338
226
DH
Danny Ho
DASH A
7%
12306
276
DP
Dempsey Patz
DASH E
0%
15310
278
JV
15313
279
JS
Dispatchers can access multiple action cards, like messaging the driver, within expanded vehicle rows.
Message Driver
No message history to display.
Passenger says she left her jacket on the vehicle. Can you check for it at your next break?
Send
0
mph
South West
Map data ©2020 Google
Terms of Use
Daphne
13%

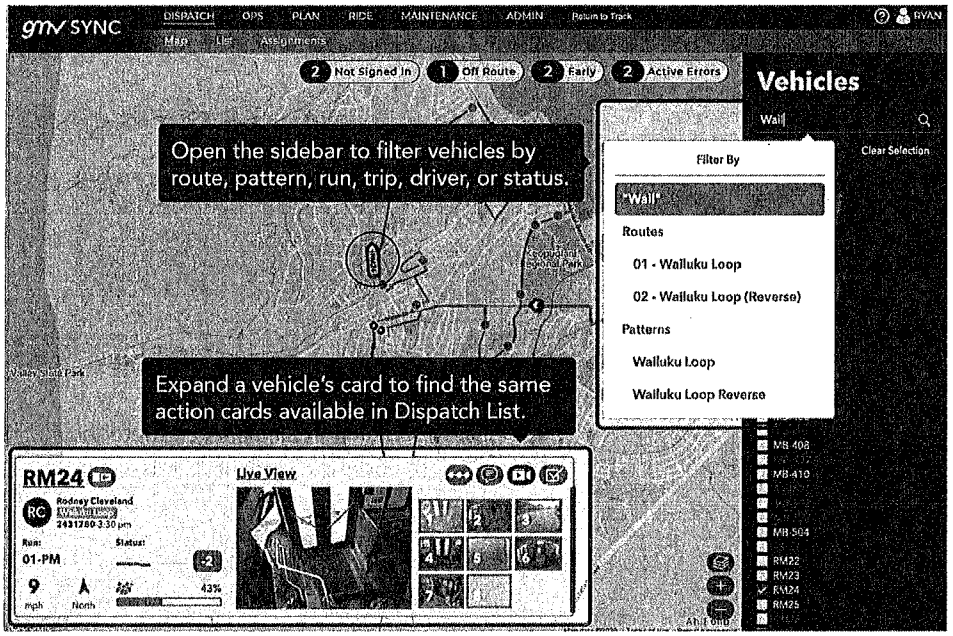

gmv SYNC
DISPATCH
OPS
PLAN
RIDE
MAINTENANCE
ADMIN
Return to Track
RYAN
Map
List
Assignments
13 Not Signed In
1 Off Route
1 Early
3 Late
Vehicle
Run
Trip
Driver
Route
Load
Status
Open the sidebar to filter vehicles by route, pattern, run, trip, driver, or status.
304
1914
3-F-502-...
424
3:30 pm
JD
Jarrett Dawst
502 White Horse
0%
306
3-F-503-...
438
3:30 pm
BW
Brond Williar
503 Poinsett
7%
303
3-F-504-...
452
3:30 pm
GZ
Geralc Zunigi
504 Anderson
19%
302
3-F-505-...
466
3:30 pm
JR
Julius C. Rhone
505 Rutherford
0%
308
3-F-506-...
480
3:30 pm
TB
Off Route
506 Woodrich
10%
38%
131%
0
12%
Tags on a route name show if a vehicle is off route or deadheading.
Vehicles
Pleas
Clear Selection
Filter By
"Pleas"
Routes
501 S. Pleasantburg
Effective July 1 - 501 S Pleasantl
Route 01 - Pleasantburg, Clevel
Patterns
501 S. Pleasantburg
501 S. Pleasantburg - TD Market
1703
1704
1706

3.2.1.2 Dispatch Map View

The dispatch map provides the same data as Dispatch List, but in a Google Maps interface.

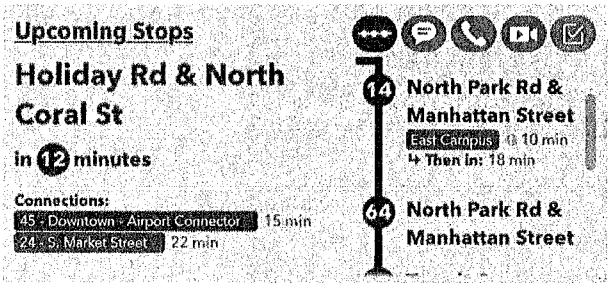


Consistent use of STATUS PILLS and ACTION CARDS allows for seamless use of dispatch tools for users switching between LIST and MAP views.



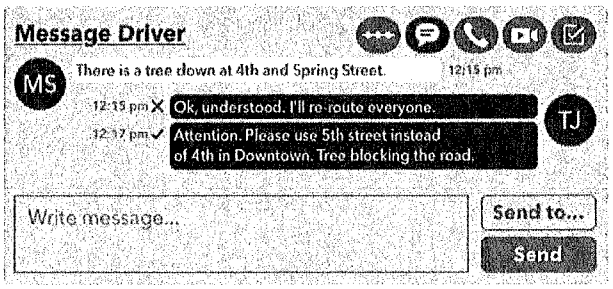
3.2.1.3 Action Cards

Vehicle Action Cards are available in both Dispatch Map and Dispatch List. They allow dispatchers to easily access common tools to manage individually vehicles and drivers. Action Cards include: Upcoming Stops, Message Driver, Call Driver, Live View, Assign Vehicle, and Emergency.



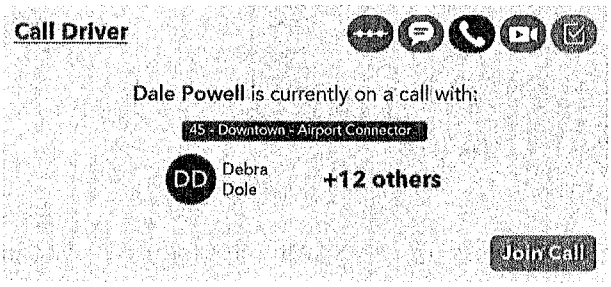
Upcoming Stops

- View future stops and connections
- Take action to prevent missed connections



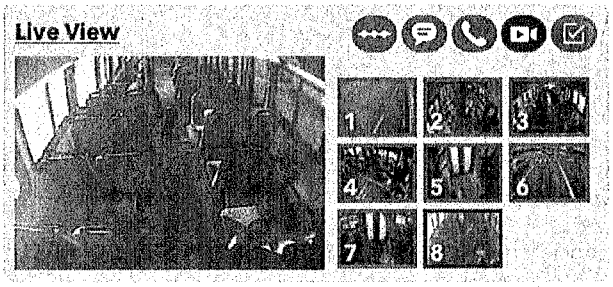
Message Driver

- Send and receive text messages with drivers
- View message history



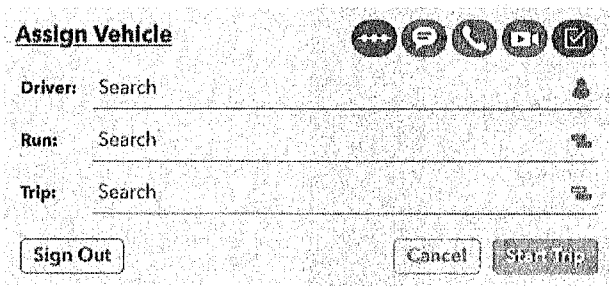
Call Driver

- Talk using digital Voice over IP (VoIP) radio
- Speak to one or multiple drivers



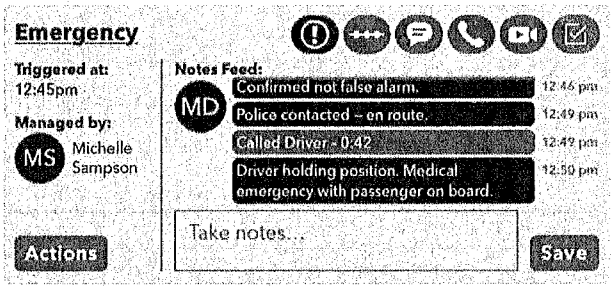
Live View

- See current conditions on and around a vehicle
- Observe emergency situations in real-time



Assign Vehicle

- Assign a driver to an active vehicle
- Correct run and trip information in real-time



Emergency Alarm Management

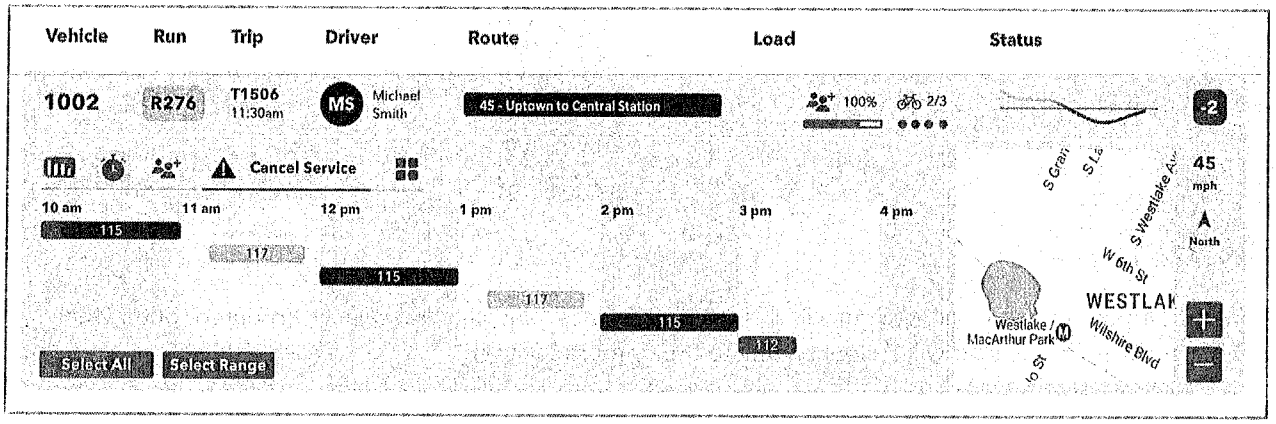
- Designate a dispatcher to manage emergency
- Records notes or mark incident as false alarm

3.2.1.4 Service Adjustments

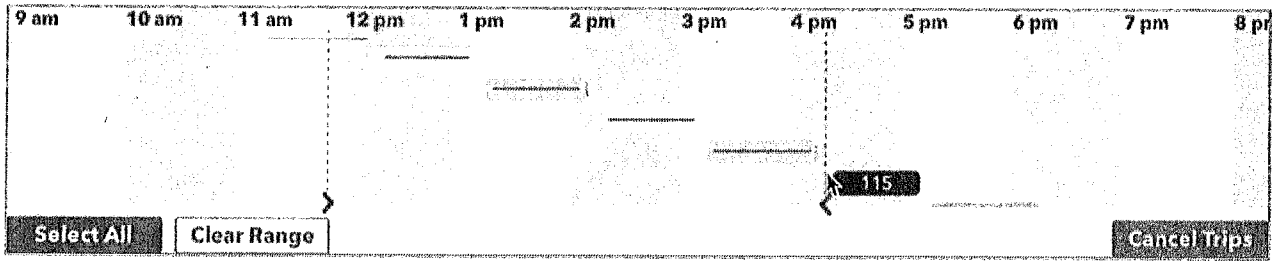
With GMV's Service Adjustment tools, agency staff can create detours, skip stops, cancel trips, and perform other changes directly within the main dispatch interface. Changes in service can be communicated to bus operators, onboard passengers, and downstream passengers to keep every stakeholder informed with latest information

TRIP CANCELLATIONS

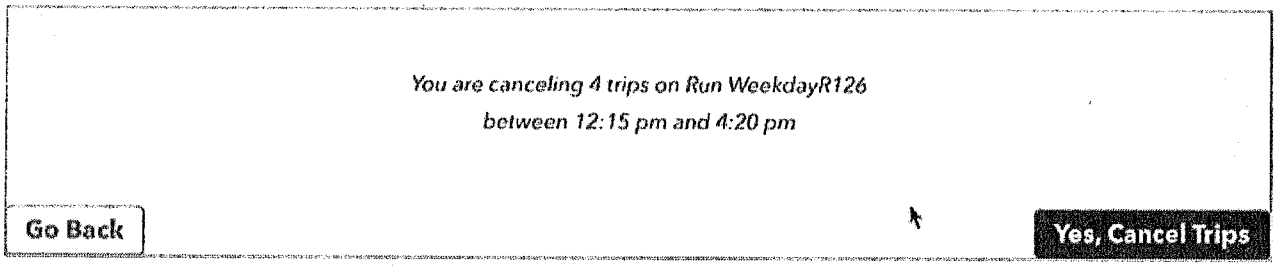
Step 1: Select the route from the Dispatch screen



Step 2: Select one trip, multiple trips, or a time based range of trips to cancel

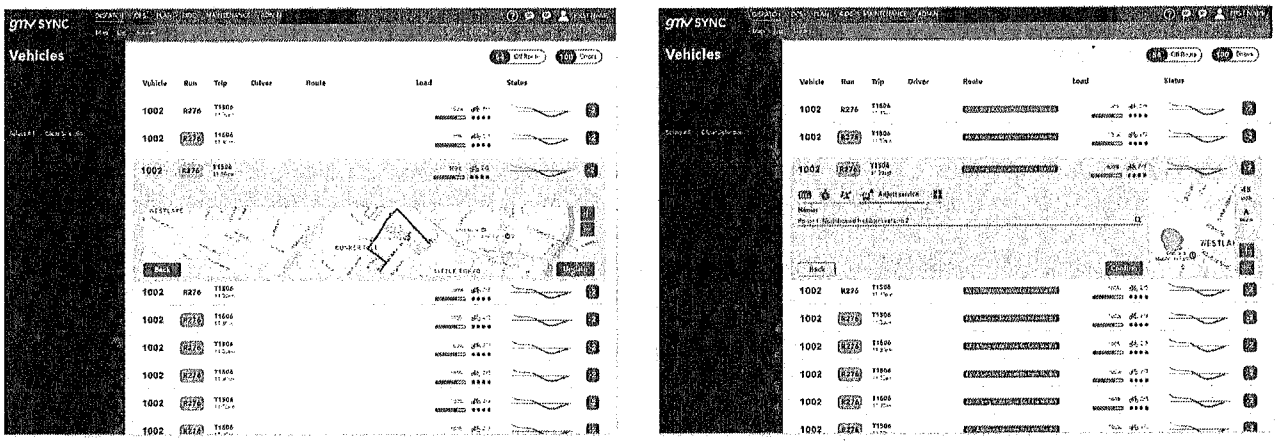


Step 3: Confirm cancellation (updates sent to passenger information services, etc.)

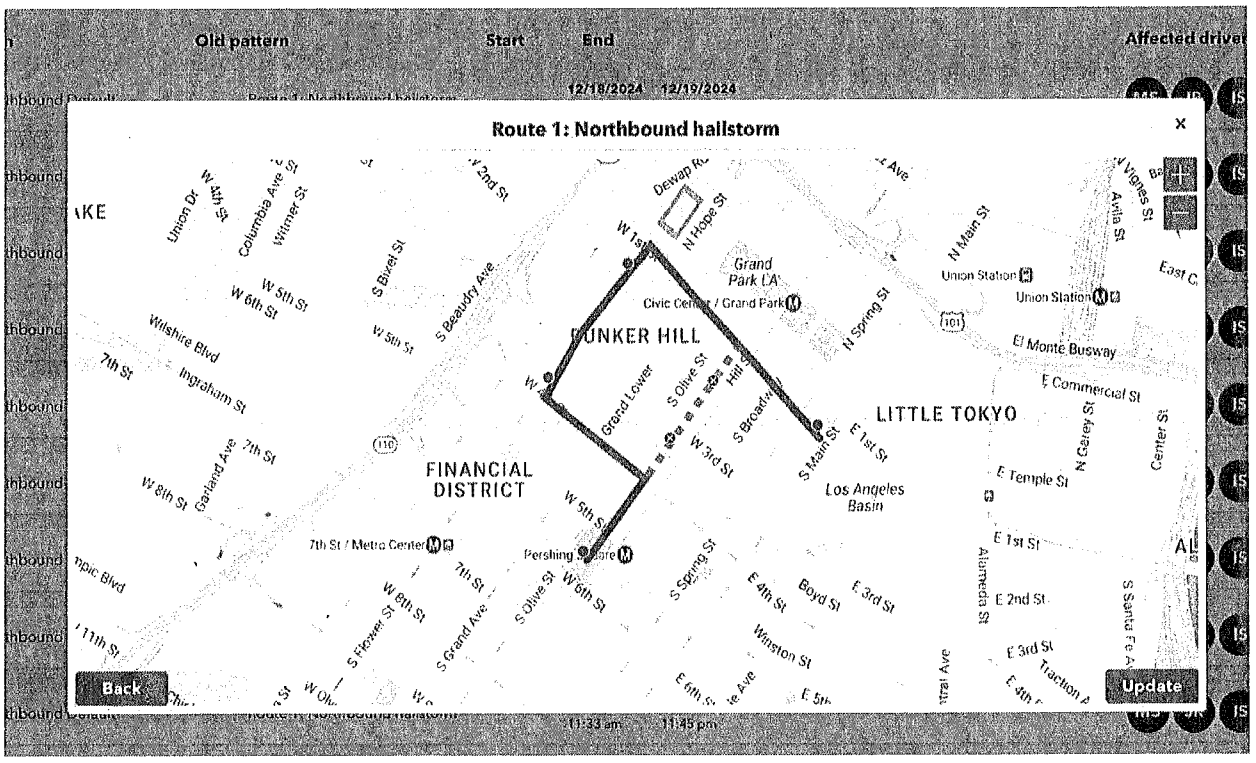


DEFINE A DETOUR

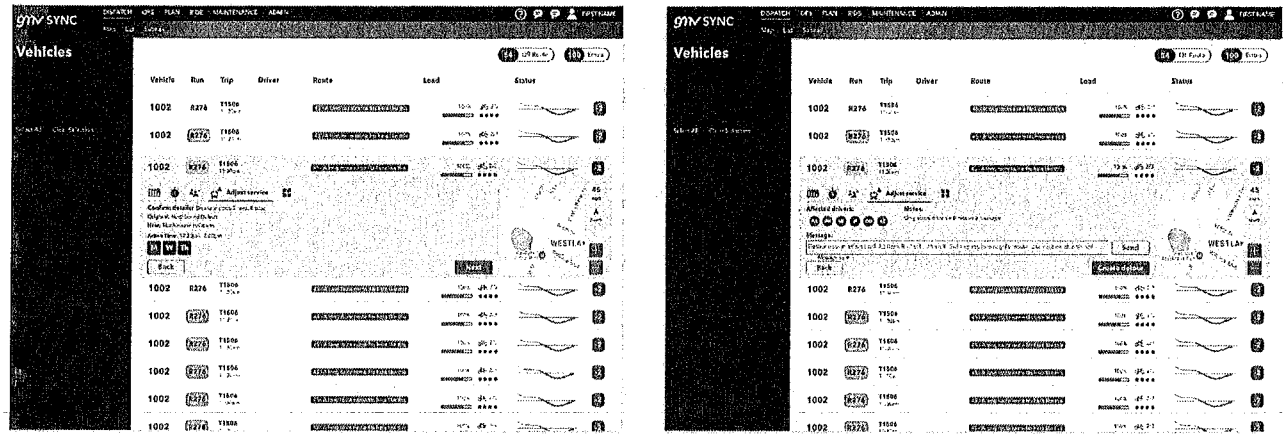
Until recently, there had not been a standard for communicating ad-hoc trip route shape updates over GTFS-RT. Now that this data standard has been added, GMV has released our Define a Detour feature.



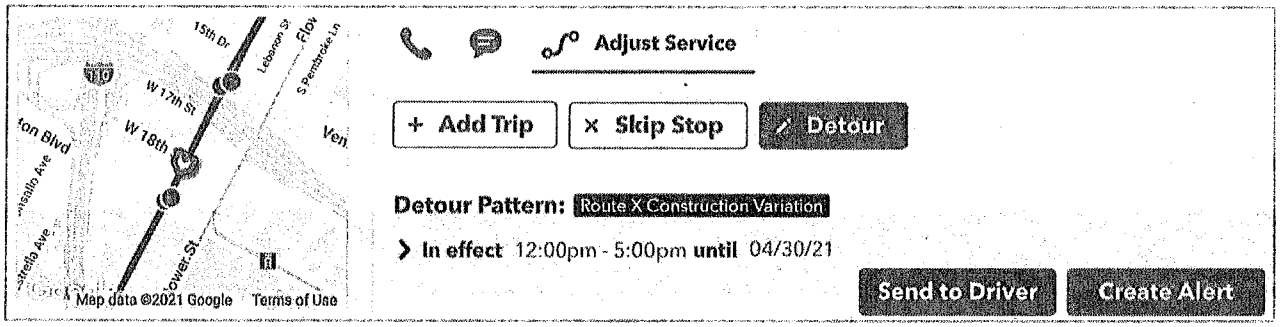
From the Dispatch screen, agency staff will click "Adjust Service" and can draw a new, detoured route. Once the new route is drawn, staff will assign a name to the detoured route.



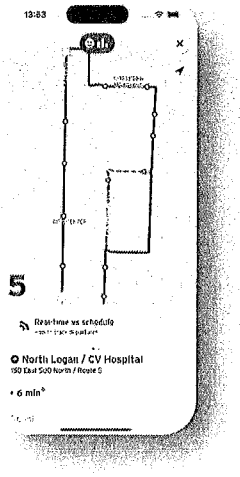
Detoured routes can easily be drawn by dragging and dropping your new pattern shape.



Once the temporary detour is defined, agency staff will review and save the changes. A message can be sent to bus operators serving the detoured route.



Dispatch staff can monitor vehicle location along a detoured route.



And, detoured routes will be communicated to riders via GTFS-RT so riders aren't left wondering when and where their bus will arrive.

3.2.1.5 Emergency Alarms

An emergency alarm can be triggered on the vehicle by either:

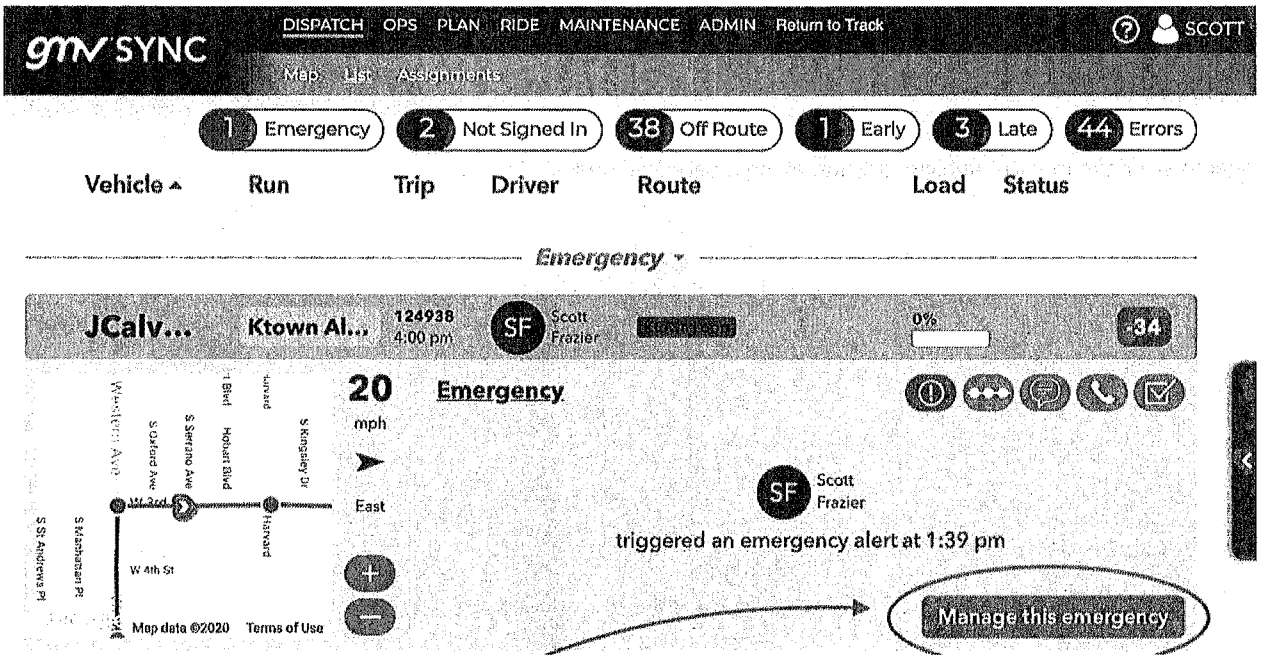
- MDT screen (softkey)
- Physical covert alarm button/switch mounted near driver seat (priced option)

Once an emergency is triggered on the bus, a number of actions occur:

- Notification sent to distribution list (email, phone call)
- Notification to dispatch – see below
- Headsigns change to designated emergency message (e.g. "Call 911") (optional)
- Open an audio channel on VOIP Radio from bus to dispatch (optional)
- Create an incident record within incident management system

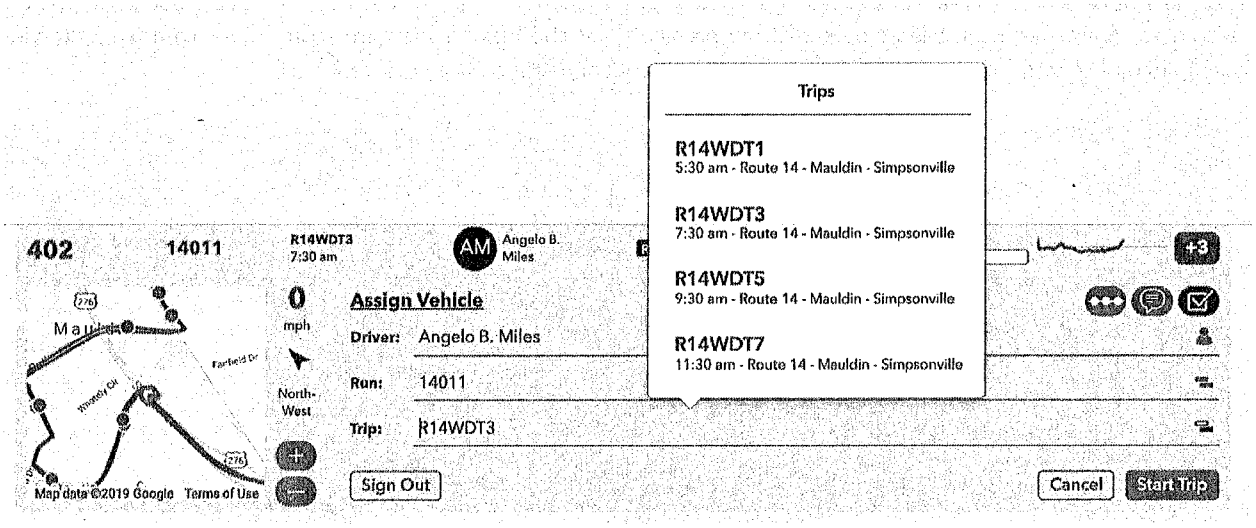
From the dispatch side, a dispatcher will receive a notification (audible and visual) about the emergency, and then will "claim" the emergency to take charge as the responsible party. The dispatcher can view live video from the bu and communicate with driver via text message / radio.

The dispatcher will take notes about the emergency that get saves as part of the incident record, and ultimately the dispatcher will "resolve" the incident once the necessary action has been taken (e.g. call paramedics, call police, send relief vehicle, etc).



3.2.1.6 Dispatch Sign-in Methods

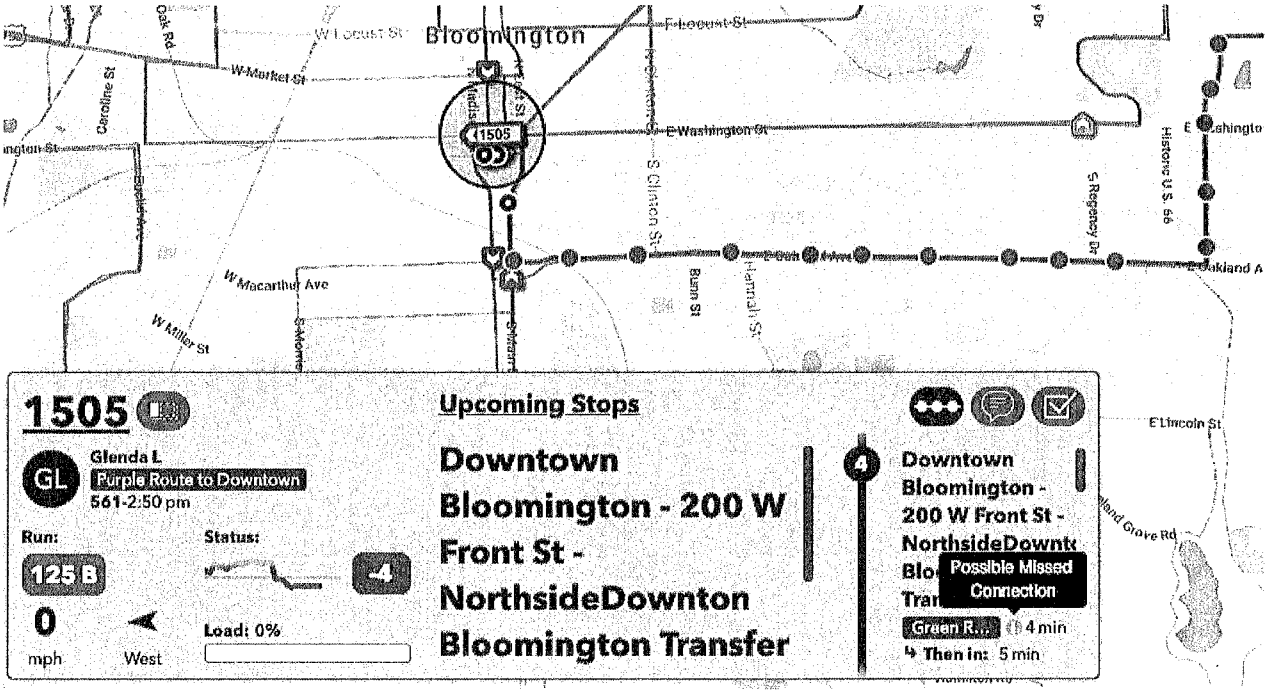
Dispatchers can adjust vehicle-route-driver assignments in real-time via Dispatch List and Dispatch Map "assignments" action card.



3.2.1.7 Managing Transfers

Within the Dispatch Map and Dispatch List, a user can see upcoming stops for a bus as well as arrival predictions for the other routes serving that stop. A small yellow "!" icon indicates a potential missed connection.

Dispatchers have access to real-time arrival predictions for all routes at a given stop and can ask a leading bus to hold at a transfer point based on the amount of time predicted for the bus on the connecting route to arrive, allowing passengers on the later bus to successfully make necessary connections between routes.



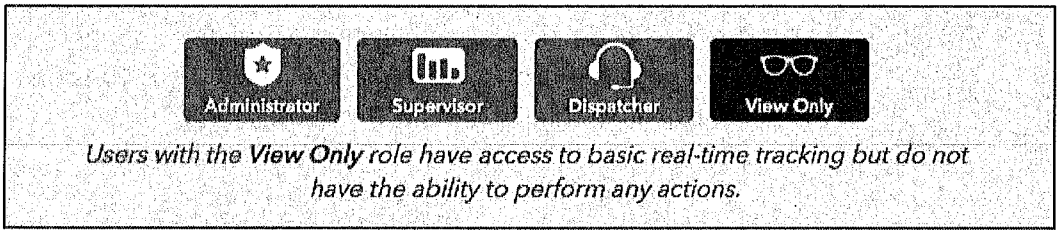
The driver display messenger function, while useful for communicating transfer information, can also be used for any number of other situations as well. This provides two-way text communication between the driver and the dispatchers. Bus drivers have access to a (customizable) set of "canned messages" that they can send with a single tap on the screen, or they can type a free-form message to the dispatch.

From the dispatch side, your staff will be able to send messages to individual drivers/vehicles, all vehicles on a particular route, or all vehicles across the system. This provides an easy opportunity for dispatchers to communicate about various issues with particular drivers, or broadcast system-wide concerns, detours, or other information to a larger selection of drivers with ease.

3.2.1.8 User Roles

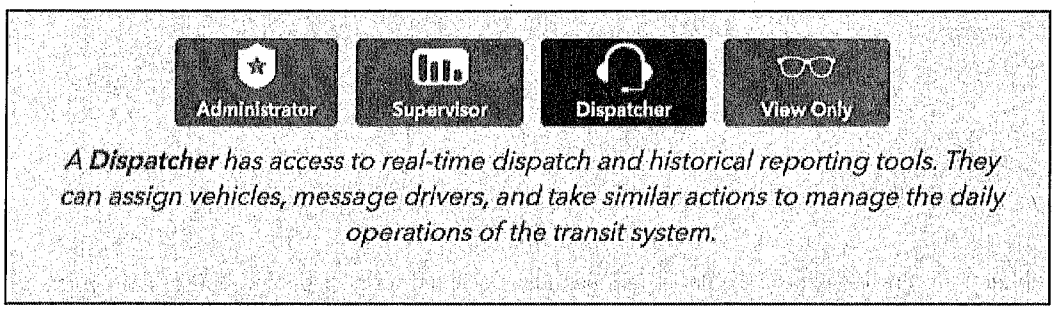
Agency staff can create new user profiles and assign user roles. All that is needed to create a new user is the staff member's first name, last name, and email address. Administrators can assign a role to each user. GMV offers the following permission categories:

View Only



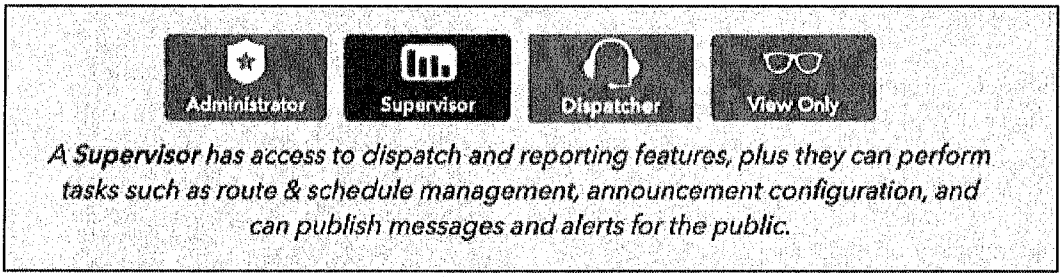
*Users with the **View Only** role have access to basic real-time tracking but do not have the ability to perform any actions.*

Dispatcher



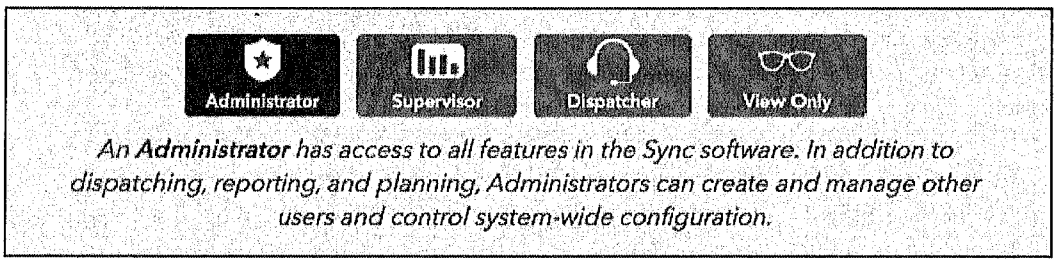
*A **Dispatcher** has access to real-time dispatch and historical reporting tools. They can assign vehicles, message drivers, and take similar actions to manage the daily operations of the transit system.*

Supervisor



*A **Supervisor** has access to dispatch and reporting features, plus they can perform tasks such as route & schedule management, announcement configuration, and can publish messages and alerts for the public.*

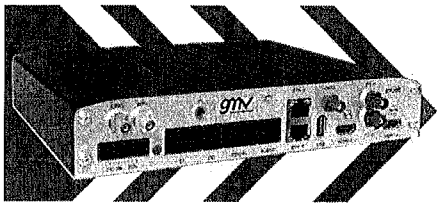
Administrator



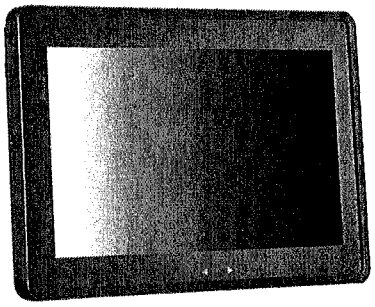
*An **Administrator** has access to all features in the Sync software. In addition to dispatching, reporting, and planning, Administrators can create and manage other users and control system-wide configuration.*

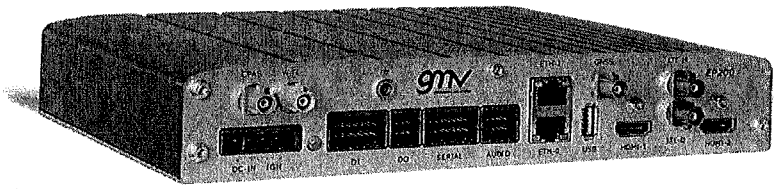
3.2.2 GMV HUB ONBOARD COMPUTER + DRIVER DISPLAY

The GMV Hub is the brain and the heart of the on-board system. It acts as the central processor, data storage, and device manager for all onboard equipment. The Hub includes physical ports, sufficient processing capacity, and storage capacity for all functions of the proposed onboard system.



Designed from scratch by GMV to meet the needs of transit vehicles, the GMV Hub uses automotive grade components, and we have full control of the supply chain to ensure consistent quality and performance for 10+ years.

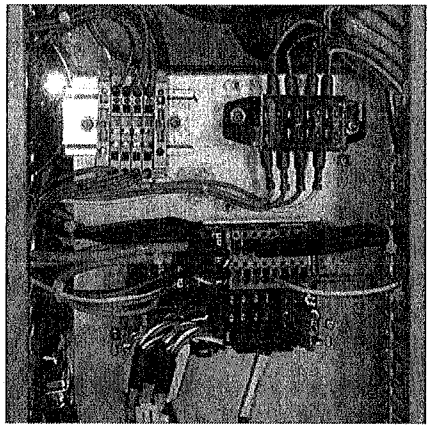




The Hub supports peripheral integrations like external antennae, automatic passenger counters, automatic voice annunciator, public service announcement display, route destination displays, surveillance camera DVR integration, passenger Wi-Fi, and more.

3.2.2.1 TERMINAL BLOCK

Our on-board design includes a terminal block that greatly facilitates wiring and fault detection tasks.

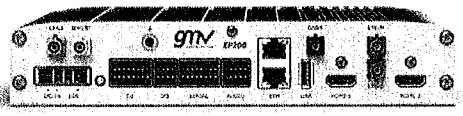


This design provides the following advantages:

- Labeling and arrangement of signal wiring carried out in a standardized and orderly manner.
- Easily detachable wiring through intermediate connectors
- Helpful for detecting and correcting faults in the wiring,
- Facilitates the use of standard prefabricated cables, which are safer and more reliable than those built in the field at the time of installation.

The terminal block and clear labeling keep wiring on the bus tidy and make swapping out system components easy. This enables Metro Ride maintenance staff to painlessly pull and replace components.

3.2.2.2 EQUIPMENT SPECIFICATIONS (GMV HUB)



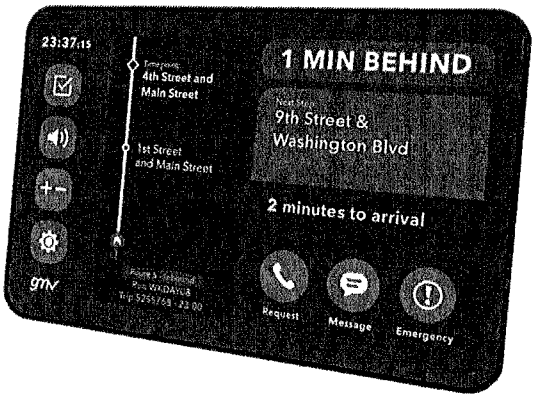
PHYSICAL PARAMETERS	
Temperature range	-20°C / 70°C (OT3 + ST0 in rail versions).
Environmental resistance	IP40.
Shock resistance	IK08 (except connectors).
ACCESSIBILITY	
Cyberpass (OPTIONAL)	Remote-activated announcement system for visually impaired persons (in bus versions).
APPROVALS	
Regulatory	CE, EMC R10.06, RoHS, FCC in USA version, EN50155 in rail versions.
EMC	ETSI EN 301 489-1 / 3 / 17 / 19 / 52.
Environmental	ETSI EN 300 019-2-5; EN 60068-2-1 / 2 / 14 / 30 / 56 IEC Class T5.1.
EMC Automotive	UN/ECE Regulation No 10.06; EN 50498; CISPR 25; ISO 11452-2 / 4; ISO 7637-1 / 4.
Safety	EN 62368-1 + AC:2015 + A11:2017.
Inflammability	UL 94 Class V-0.
Enclosure protection	EN 60529 Class IP40; EN 62262 Class IK08.
Exposure to electromagnetic fields	EN 62311.
PERFORMANCE	
Processor	(4) ARM Cortex A53 processors, @ 1.6 GHz, L2-cache 512K.
RAM	From 1 GB to 4 GB (depending on the version).
Flash	eMMC from 8 GB to 64GB (depending on the version).
SSD (OPTIONAL)	(1) SDD up to 2 TB (depending on the version).
INTERFACES	
Power supply	9 to 36 V. (Un = 24V. in rail versions).
Video	(1) HDMI eARC 2.0a 1080p @60Hz. (1) HDMI 2.0 1080p @60Hz (depending on the version).
Audio	(3) audio outputs, of which (1) amplified 8 W; (2) audio inputs.
Ports	(1) USB 3.0; (1) SIM; (2) GigaETH; (1) CAN FD; (8) digital inputs, (4) digital outputs. (3) RS-232/422/485 or (2) RS232/485 + (1) CANBUS J1708 depending on version.
Sensors	3D accelerometer & 3D gyroscope. Temperature sensor.
WWAN + GNSS module	4G LTE Cat. 4 / WCDMA. Fallback 2G (CS). Single SIM – MicroSIMGPS, GLONASS, Galileo, Beidou. 40 channels. TTFF < 32 s. Accuracy < 2 m (50%); < 5 m (90%).
GNSS Dead Reckoning (OPTIONAL)	GNSS compatible: with GPS, GLONASS, Beidou, Galileo; 72 channels Dead Reckoning assisted by IMU. Accuracy < 1.5 m (50%).
WI-FI (OPTIONAL)	IEEE 802.11 a/b/g/n/ac; 2.4 GHz and 5 GHz (depending on version).

3.2.2.3 Driver Touchscreen

Informed by drivers and designed to be easy to use, this modern user interface shows bus operators the information they need most, fostering a safe and more intuitive interaction with GMV's software.

Driver Functions:

- Monitor their schedule adherence, bus bunching and progress along a route
- Map based view of the route to provide navigation assistance for new drivers or detours
- Two-way text and voice (RTT/PRTT) communication with dispatch
- Manually record passenger counts by type (e.g. bicycle, child, senior, etc)
- Emergency alarm to summon assistance
- Manually play a pre-recorded audio message



3.2.2.4 Driver Display Hardware

Designed as a rugged monitor for vehicles, the display sports an IP54chassis for harsh environments. The proposed screen includes an integrated controller with automatic and manual backlight adjustment, based on ambient light, making it suitable for applications from the darkest night to bright sunlight.

In addition, the proposed display includes a PCT (Projected Capacitive Multi-Touch) with RS232 controller, adding interactivity, that not only has higher light transmission, but also thicker glass. The display is anti-vandal and does not require recalibration.

It is designed for harsh environments such as a public transit vehicle, is not susceptible to scratches, withstands regular cleaning, and can be operated with a gloved hand.

The equipment has an HDMI video connection. All inputs are available as a factory option on the rear panel. It includes an "all-in-one cable" with lockable connector DSUB connector for quick and easy installation.

Scan this QR code on your phone for an interactive demo of the Driver App on the GMV Hub!

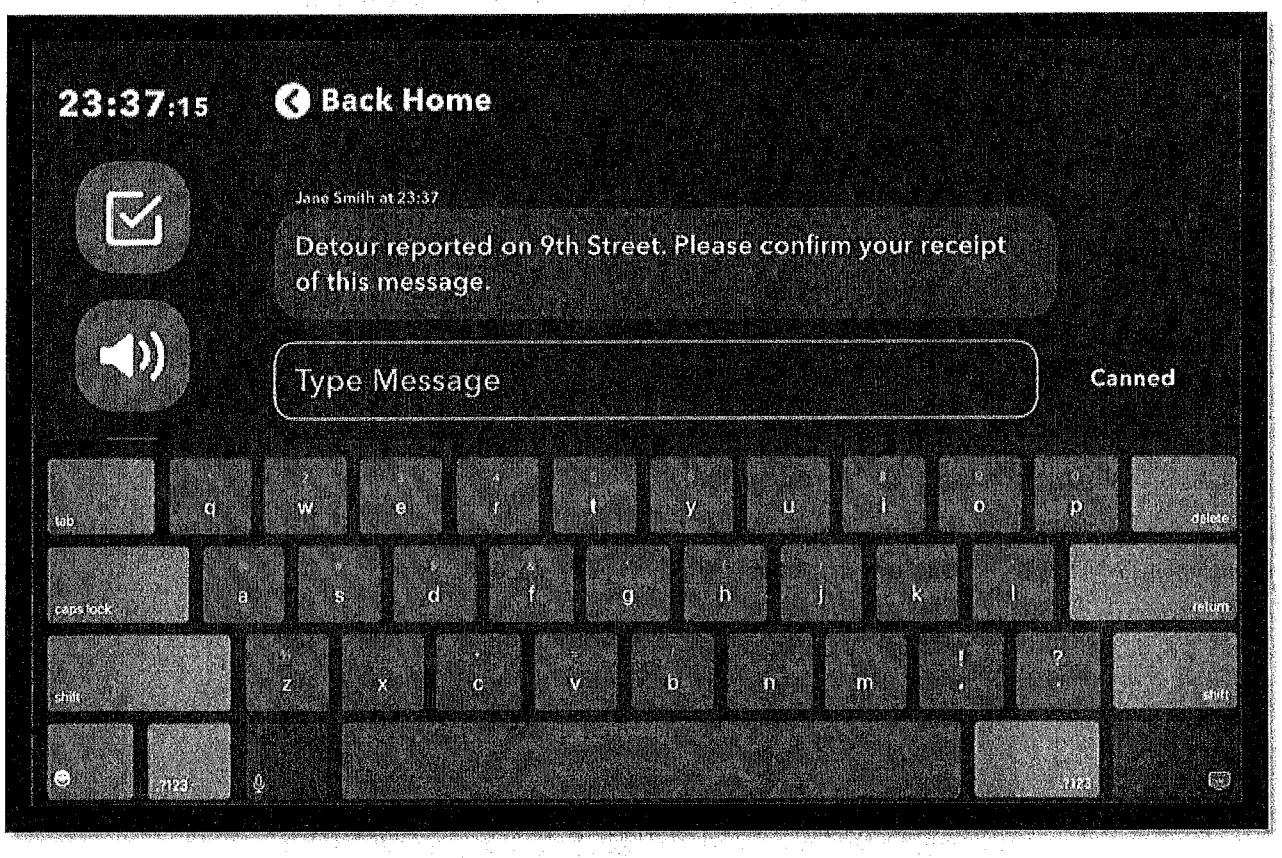
https://gmvtransit.com/sync-driver-interface-overview/

3.2.2.5 Driver and Dispatch Messenger on Touchscreen Display

The messaging service allows dispatch to communicate with drivers through free form and canned text messages. The GMV Messenger function includes the ability to customize "canned messages." In practice, the first canned message tends to be "10-4" – though this can be customized by your agency. 10-4 is commonly used as a read receipt and can be sent as a reply without the need to type out a message, informing dispatch that the driver has confirmed receipt and understanding of the message.

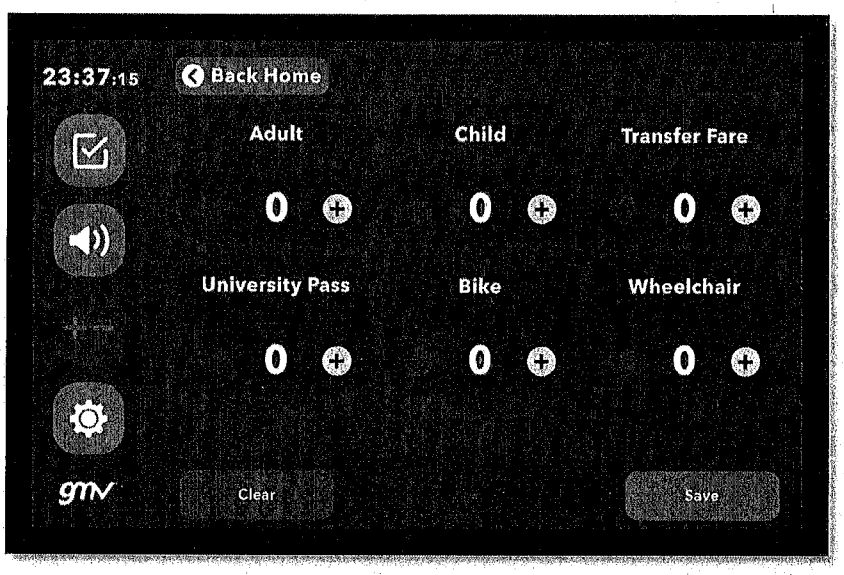
While "10-4" tends to be the industry standard for this recognition message, you are free to customize as you see fit, and it could potentially read "Acknowledged," "Read," or even simply "Ok." Upon sending of this or any other message, dispatch will receive an alert and the message will be recorded in the dispatch and driver message history.

Messenger can be configured to only allow drivers to retrieve/view messages when vehicle is not in motion.



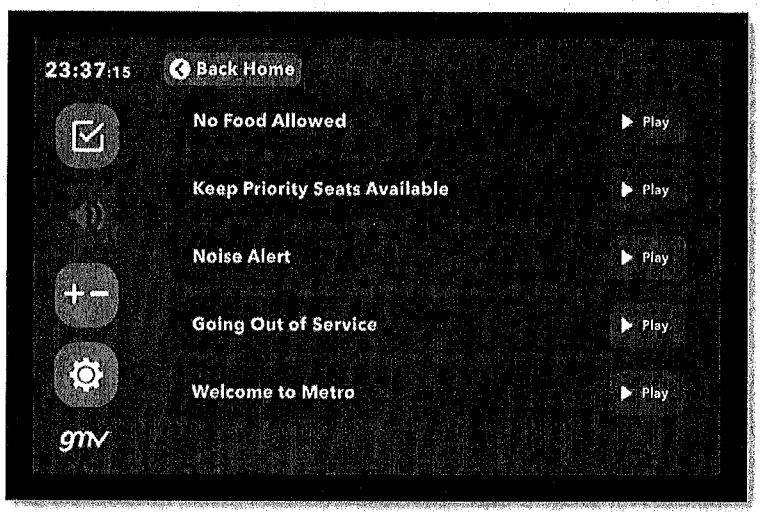
3.2.2.6 Digital Passenger Counting to Augment APC Data

Digital passenger counting involves the **bus driver manually counting passengers** as they enter the bus by tapping on the driver touchscreen display. Digital Passenger Counting is always included, for free, as part of the base system. When used in conjunction with APC, it would not be used to count total boardings, but rather can be used to count unique values such as the number of wheelchairs or bikes that board at each stop. The Count Fares Screen is fully customizable, so the agency can set any fare/passenger types it desires to keep track of. In addition to wheelchairs and bikes, this may be students and faculty, or it may be full fare, reduced fare, or adult, child, and senior fares.



3.2.2.7 Programmable Ad Hoc Announcements

Canned announcements can be created in GMV's cloud-based software. Drivers can easily, manually trigger an announcement, which will play throughout the bus using the vehicle's speaker system.

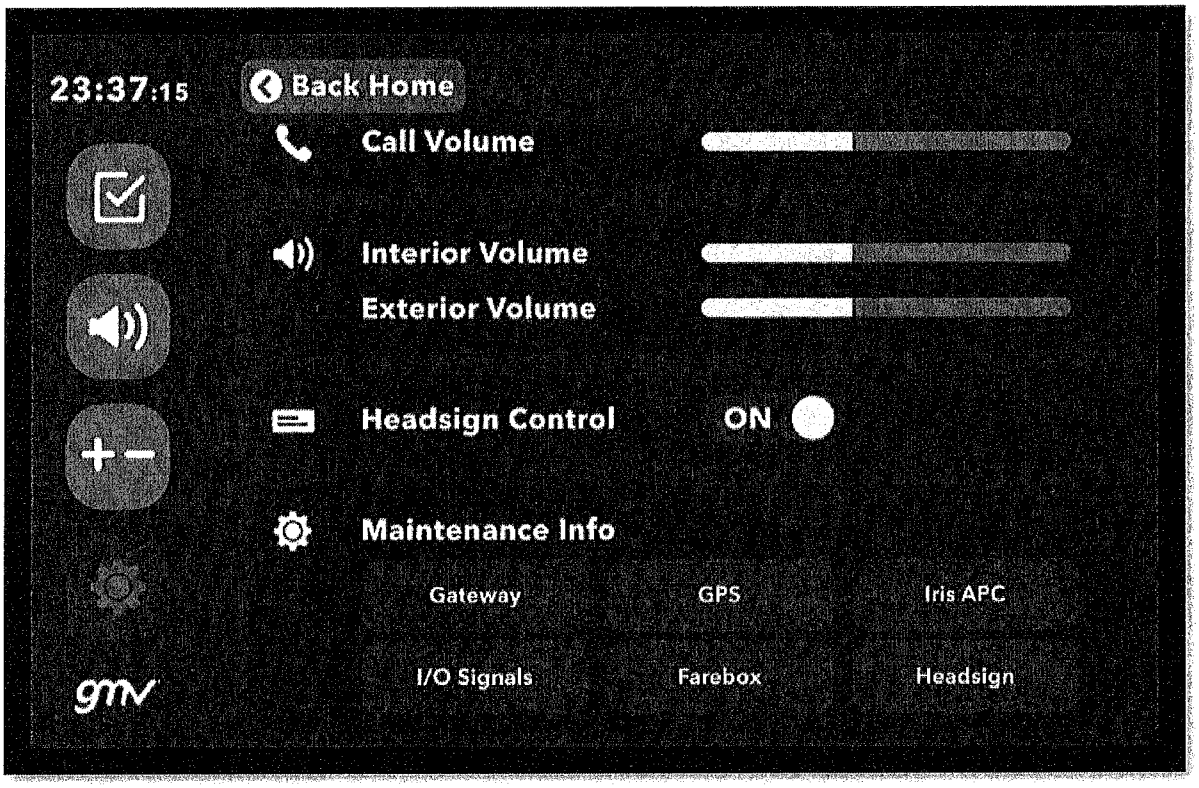


3.2.2.8 ONBOARD SYSTEM HEALTH MONITORING

Our technology package includes a number of features geared toward monitoring the health and proper function of the system itself.

Driver Display Maintenance Mode provides onboard diagnostics for core system and peripherals

- Gateway test to confirm data transmissions
- GPS test confirms location services
- APC test mode to confirm sensors and counting functions
- AVA test mode to confirm interior and exterior speakers, volume settings,
- Interior LED sign test
- Farebox and headsign interface tests



3.2.2.9 Automatic Trip Switching (ATS)

To alleviate the burden on drivers from manually selecting a new Trip every time a bus changes routes or inbound/outbound patterns, GMV offers Automatic Trip Switching (ATS). ATS combines data about the vehicle's current operations with schedule data about planned operations to intelligently re-assign the bus. When a bus is nearing the end of its trip, the software will recognize that a switch is coming, identify the next trip scheduled in the run, and automatically move the bus to the next trip without any driver interaction. This process automatically updates headsign assignments as well.

The software uses robust error checking algorithms to eliminate false positive re-assignments, and it always allows the driver or dispatcher to manually override the assignment in the event of a necessary deviation from the plan.

3.2.2.10 Store and Forward

The GMV Hub contains separate antennae for both cellular and GPS. While cellular coverage can drop in certain areas due to cellular provider network conditions, GPS tends to be more reliable as it is based on a number of different satellites.

In the absence of a cellular connection, the Hub will store all its events – sign-ins, APC data, GPS coordinates – and upload them to the server retroactively to ensure that the driver is not prevented from doing their job and the dispatcher gets the data as soon as it is available. All data will remain available in reports as expected.

3.2.2.11 Roof Mount Antennae

To enhance signal quality and ensure a high reliability system, GMV recommends the use of roof mount antennae whenever possible and proposes to install as a component of our base scope.

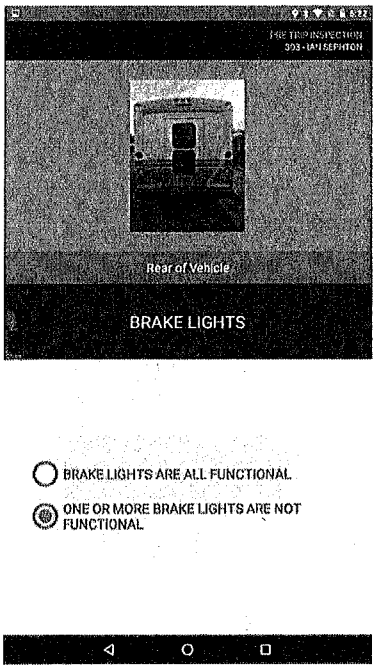
3.2.3 DIGITAL VEHICLE INSPECTION AND INCIDENT REPORTING

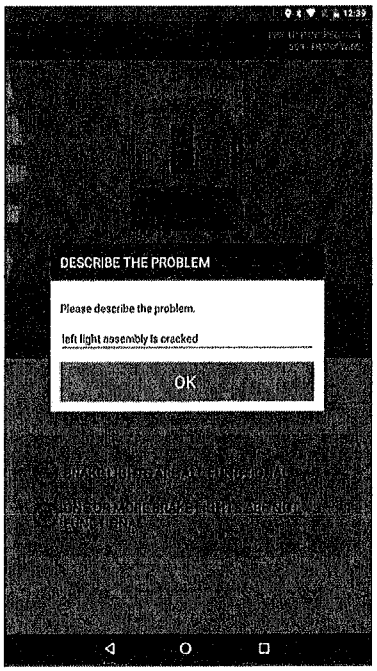
GMV proposes a customizable pre- and post-trip inspection software that runs on an off the shelf tablet.

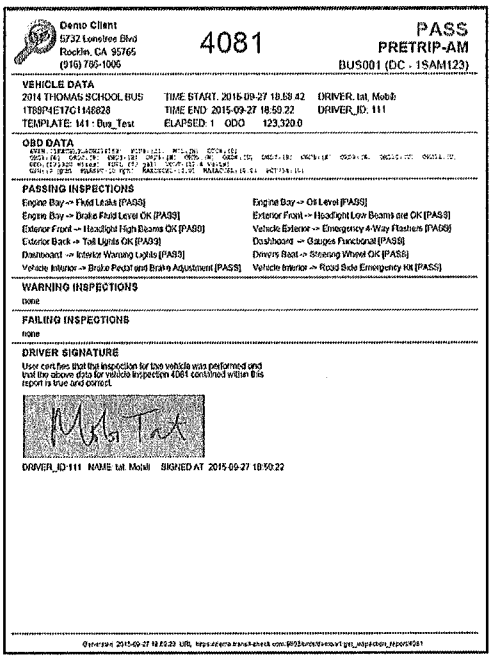
At the start of their shift, Bus Operators will log in to the GMV system by selecting their name, route, and trip on the driver display. Once logged in, a QR code will appear. Operators will then use the third-party tablet to scan the QR code and complete their digital vehicle inspection.

While we offer a standard form inspection for drivers to check common things like headlights, taillights, turn signals, tire-pressure, and more, we also know that various states and agencies have their own policies and requirements. You can build your inspection templates off of our templates and customize them to fit your needs, OR provide your current paper based inspection and we will create a digital version.

Inspections can be customized for each vehicle type (make/model).







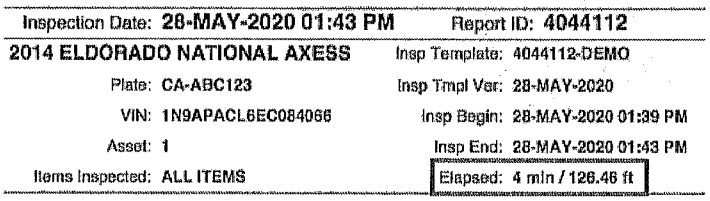
The tablet is used as a handheld device to record inspection results. Drivers can take photos of problem areas, which are uploaded to web portal for agency maintenance staff to instantly view. Bus Operators can also record custom notes by voice dictation or typing to detail problems that may not be visible in a photo or provide more information to any of the answers provided during the inspection.

The results of inspections (failed / warn items) can be passed to an agency's third-party maintenance management system as a new work order to be completed. And once the issue has been remedied, the "work order complete" status can be updated within the inspection system via a bi-directional API interface.

As an Android app, the pre-trip inspection can also function seamlessly on paratransit vehicles equipped with consumer grade tablets, so the entire fleet can be managed with a single technology platform.

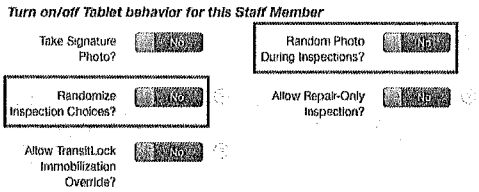
Fraud Prevention

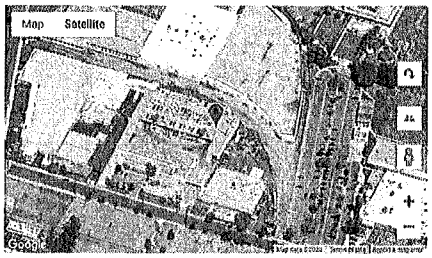
The digital inspection system ensures inspections are completed thoroughly and diligently by incorporating features that prevent shortcuts or incomplete submissions.



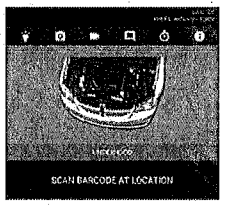
The system logs duration to complete an inspection(very fast inspections are likely fake/fraudulent/incomplete) and distance traveled during inspection (to ensure the driver actually walked around the vehicle).

Randomized order of multiple-choice options (to prevent "just hit the top choice each time" cheating). Randomly require a photo of an item, even if it is working fine. These settings can be configured on a PER USER basis to focus only on problematic drivers.



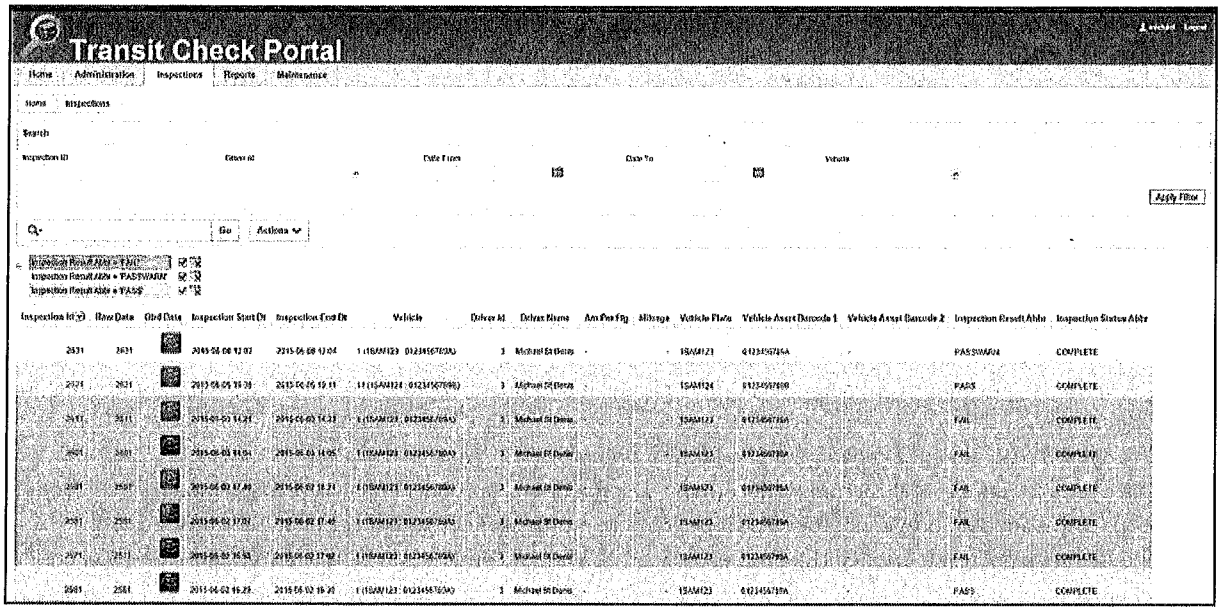


Log the precise location where an item was inspected via GPS.



Require drivers to scan a QR Code placed on the vehicle to confirm they completed a walkaround.

In addition to customizing the inspection items, you can set custom results – defining what constitutes a failed inspection – RED (do not drive this vehicle) and what constitutes a warning - YELLOW (ok to drive, but creates an alert for the maintenance staff).



Daily Mileage Report

Bus operators will utilize the digital vehicle inspection feature to complete pre- and post-trip mileage capture. Administrative staff can access this data using the Vehicle Odometer Summary report.

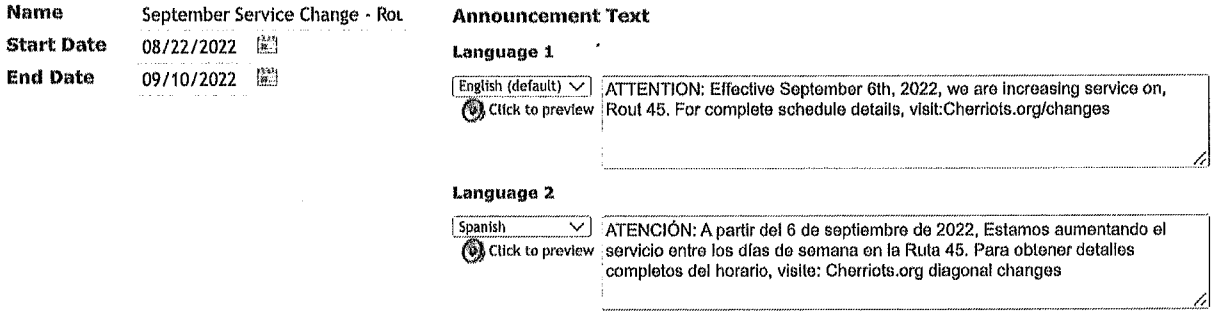
3.2.4 NEXT STOP ANNUNCIATOR

GMV offers an ADA-compliant annunciator system that will automate the process of announcing arrival at each stop when a transit vehicle is in service. The AVA system is fully integrated with the CAD/AVL software to ensure route and stop data is always in sync.

Key Points: Annunciator System

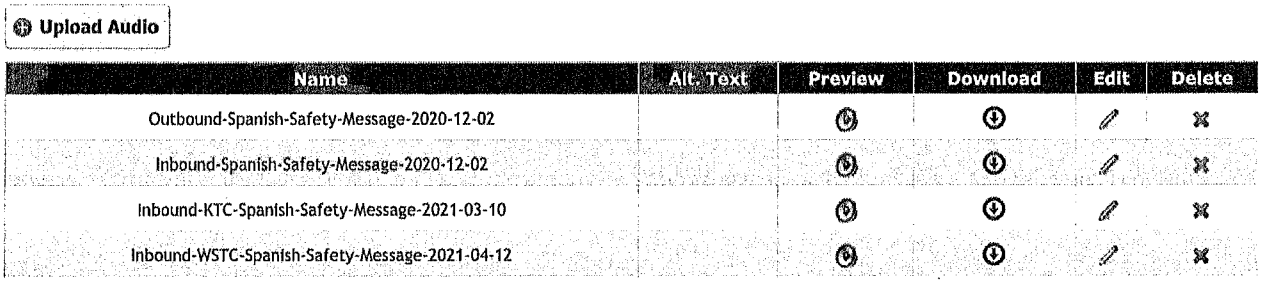
- No driver/operator interaction is necessary to operate the AVA system
- The interior and exterior volume levels can be adjusted by the operator within pre-defined limits
- The AVA system will integrate with the existing PA system, including microphones and speakers (subject to compatibility confirmation)
- The system uses a text-to-speech (TTS) engine to make announcements, which can be configured from your desk to solve for hard to pronounce place names.
- The text-to-speech system natively supports English and Spanish and pronounces with proper accent and inflection.
- The system can also use recorded audio files to enhance or replace text-to-speech audio.
- The system uses several factors to determine when a bus is approaching a stop, including distance from the stop, corresponding previous progress from previous stops, speed, and directional GPS information.
- The distance and time prior to the stop at which the announcement can be made ("trigger zone") is configurable
- The system will automatically manage on-route and off-route situations as they happen pausing the announcements when a vehicle departs from the designated route.

3.2.4.1 English and Spanish Announcement Configuration



3.2.4.2 Audio Library for Pre-Recorded Messages

The Annunciator Audio Library is where your agency's recorded audio files can be uploaded, stored, and edited. Easily upload audio files at anytime and preview files before pushing out to your fleet.



Because the GMV AVAS system is tightly integrated with a full understanding of a transit agencies routes, stops, schedules, and other CAD/AVL functions, we can offer a superior Annunciator experience on the bus.

3.2.4.3 Capabilities that set GMV Annunciator System apart:

- When a bus approaches an interlining point, such as a transit center, we know that the announcements for the inbound trip will correspond to Route A, but the outbound trip will correspond to Route B. Our system will make the correct announcement even when there are many routes serving the same stop, and even when a bus is changing routes.

- Simple GPS only based systems can make the mistake of announcing bus stops that are on the wrong side of the street because based on a raw GPS measurement, the bus IS within the designated trigger zone. GMV knows which route the bus is on, what direction it is headed, and what the next stop is supposed to be, so we only announce the correct stop regardless of proximity to "other" trigger zones.

- Some Annunciators require buses to approach a stop from a certain angle to trigger the announcement, but this can be impractical at large transit centers with multiple entrances and exits. GMV can define the entire transit center as a stop zone so the announcements will work regardless of which path a bus takes.

- Announcements can be programmed remotely and sent to buses in a matter of minutes, even if those buses are currently on route. There is never physical uploading or voice recording required.

- The GMV Annunciator will continue to work correctly even in cellular dead zones. The text-to-speech engine runs on the onboard computer, so it does not need to have server connectivity to play each announcement. GPS satellite connectivity generally remains even when cellular service does not, and the onboard computer will continue to perform in an ADA-compliant manner even within those cellular dead zones.

3.2.4.4 Interior LED Passenger Information Display

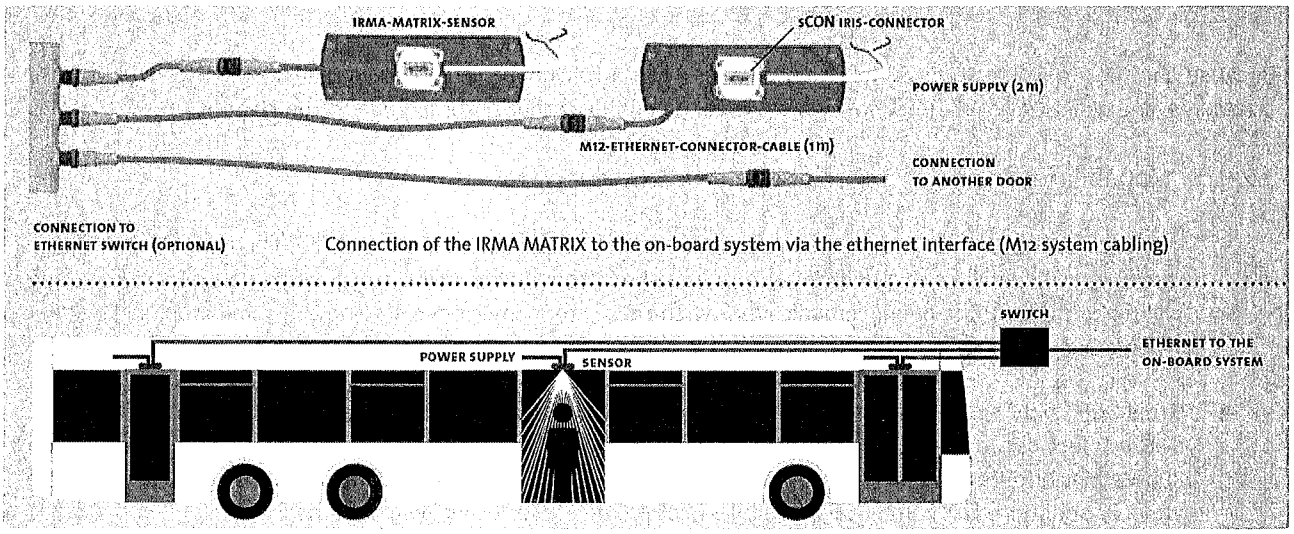
GMV offers an integration with LED passenger displays installed inside Metro Rides vehicles. These signs display route and stop info that matches announcements to meet ADA requirements, and display date/time and customer service messages. We have provided optional pricing to outfit your fleet with new, integrated interior LED signage.

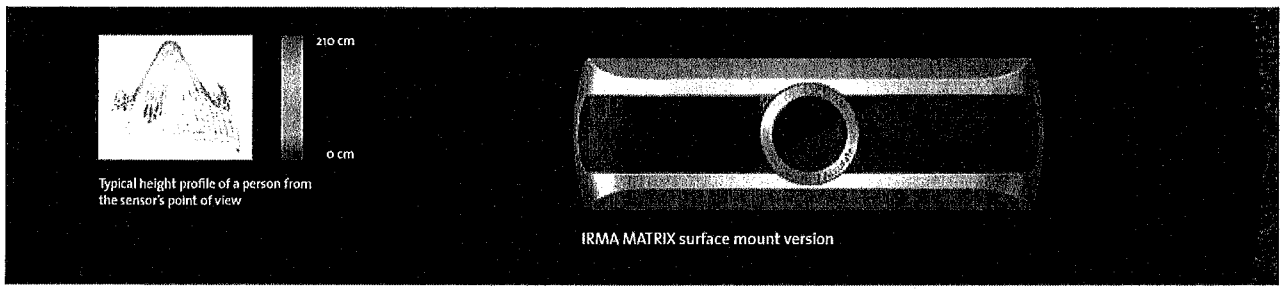
3.2.5 AUTOMATIC PASSENGER COUNTER

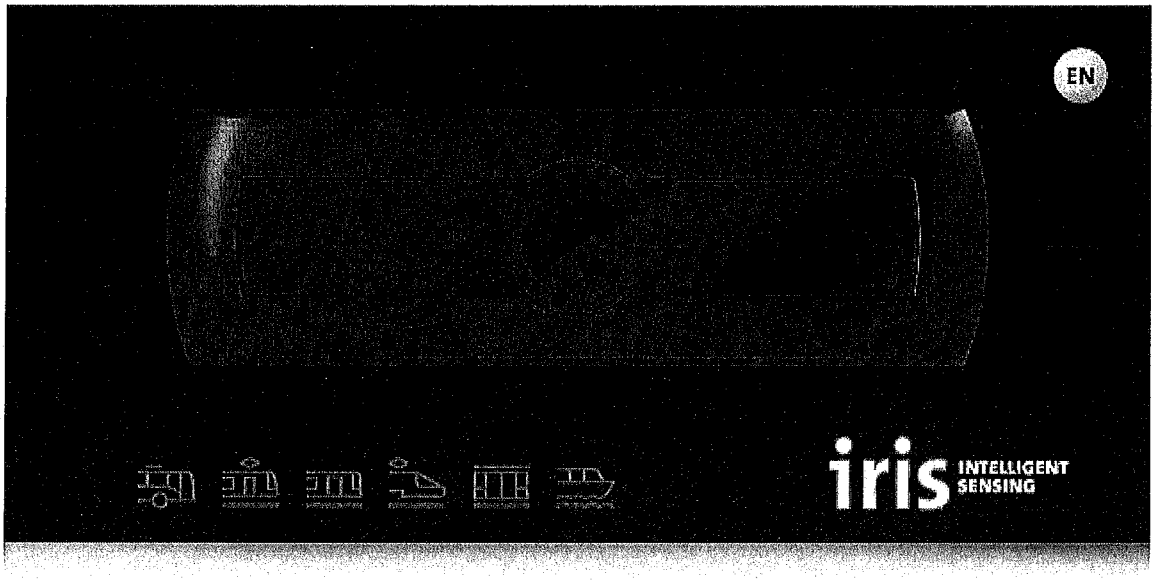
3.2.5.1 HARDWARE

GMV proposes to install the Iris IRMA Matrix APC system. We have worked extensively with most of the APC hardware manufacturers in the industry as a result of interacting with existing APC systems on clients' vehicles, and in our experience, the Iris system amongst the most reliable and accurate. Overall accuracy is dependent on a number of factors including driver adherence to operating procedures such as logging in/logging out of the system so that APC data is accurately associated with trips and stops.

This solution is composed of a networked smart sensor on each door that is wired in to the vehicle's Ethernet network via the GMV Hub.







IRMA MATRIX

The 5th generation of counting sensors from company iris. IRMA MATRIX reliably offers maximum accuracy thanks to its proven time-of-flight technology (ToF).

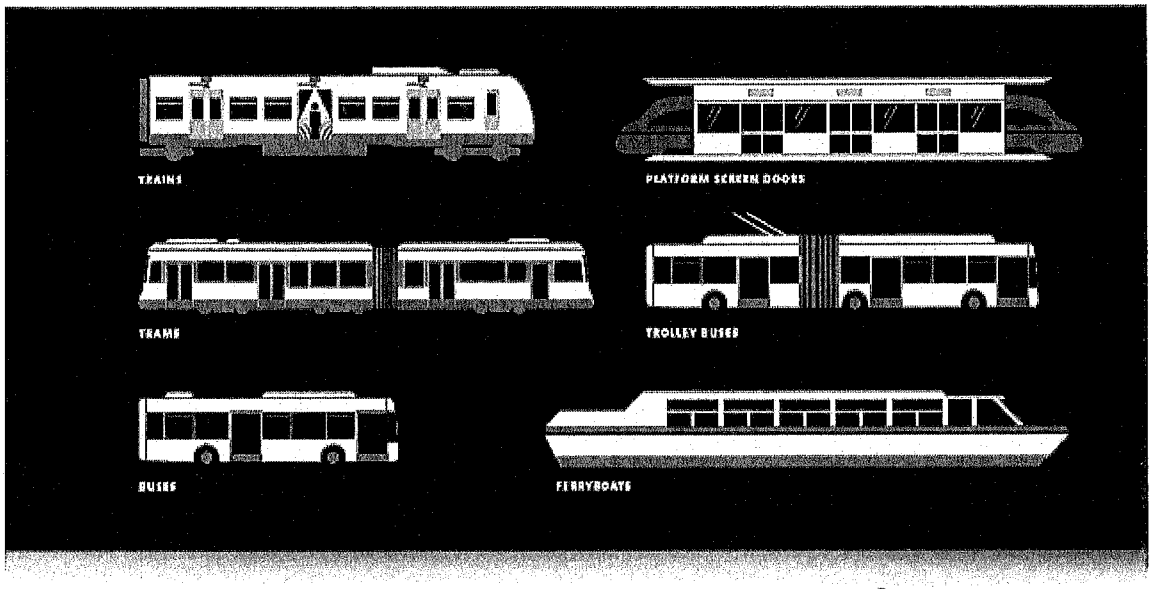
FEATURES

POE

IBIS-IP ready

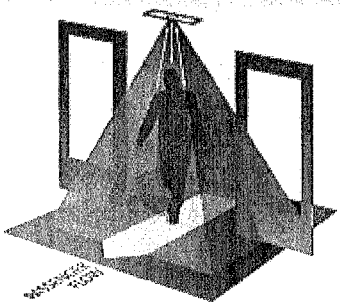
- 500-pixel sensor matrix with 3D Time-of-Flight Technology (ToF)
- HDR image processing
- Integrated processor (DSP) for signal processing and counting
- Detection and evaluation of passenger's statures (Object Analyzer)
- Simultaneous detection of the direction of motion for boarding and alighting passengers (regardless of door height or crowds)
- Support of the CAN and Ethernet interfaces, Power over Ethernet (PoE)
- System interface adapter available for IBIS, J1708 to be used in existing telematics systems
- WiFi possible (additional hardware required)
- IRMA MATRIX Surface mount version for time-saving retrofitting available
- Easy installation using only 2 screws in vehicles without any adjustment work
- No door contact necessary: counting begins via telegram from the OBC
- Just one sensor per door required (standard vehicle doors only)
- Due to the sensor's own emitted infrared light there is no dependency from low ambient light. Also in complete darkness, like with defect door lamps at night, the sensor will deliver accurate counting results.
- The installation requires no free blind range below the sensor

IRMA MATRIX surface mount version



APPLICATIONS

- Real time capture of passenger load
- Precise revenue sharing facilitated by highly accurate monitoring of transport services, based on revenue passenger kilometers (RPK) and height classification of passengers
- Demand-based management of fleet deployment



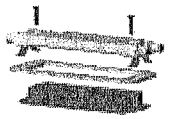
TECHNICAL DATA

Specifications subject to change.
Technically binding is the particular product data sheet.

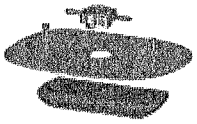
Dimensions (W × H × L)	• Sensor: 58 × 22 × 188 mm | see housing picture on the right
Housing	• Aluminum pressure casting housing • Optical openings made of synthetic materials (polycarbonat)
Protection class	• IP65 (IP67 on request)
Interface	• Ethernet, 100 Mbit/s • CAN, max. 125 kbit/s
Connection	• Interface: iris-connector (sCON)
Wiring system	• M12 connectors for Ethernet or CAN • cable according to EN45545-2 and EN50306
Type approvals, standards	• EN50155, ECE, CE, EN50121-3-2, EN45545-2, EMV 06
Vehicle integration / System architecture	• Ethernet via API, VDV301 direct UDP • CAN via API • Gateway to IBIS and J1708
Power supply	• 24 VDC or 48 V PoE • power consumption: typically 6 W; 8 W PoE
Weight without iris Connector (sCON)	• Surface mount version: approx. 160 g • Flush mount version: approx. 340 g
Pixel	• 500
MTBF	• 1,2 million hours
Required external lighting	• 0 LUX
Minimum installation height	• Allowing passengers to pass upright underneath the sensor, < 1,80 m

Flush mount version sCON-S:
58 × 43 × 188 mm (W × H × L)

Flush mount version sCON-F:
52 × 36 × 188 mm (W × H × L)



Surface mount version sCON-S:
53 × 43 × 165,5 mm (W × H × L)



www.iris-sensing.com

iris GmbH | Ostendstrasse 1–14 | 12459 Berlin | Germany
Telephone: + 49 30 58 58 14-0 | Fax: + 49 30 58 58 14-999 | E-mail: mail@irisgmbh.de

3.2.5.2 GMV APC SOFTWARE

Once the APC data reaches the server, there are multiple levels at which APC data is stored on the GMV ITS system:

- **Vehicle level**: APC data is associated with GPS points and can be viewed in the vehicle's breadcrumb history
- **Stop level**: The system uses a specific algorithm to match APC data with stops. Even if a bus opens and closes its doors multiple times at a stop, APC data can still be stored as one stop's counts.
- **Route level**: The system stores the data at the route level for calculation of overall counts, daily/weekly/monthly/annual statistics and counts, activity by hour and day of week, etc.
- **Reports**: There are a number of reports for overall totals as well as hourly, weekday, day of week, monthly and annual data. Data is presented in percentages, average boardings/alightings per stop, and bar graphs.
- **Insights:** It is best to think of these reports as a flexible/modular system – you can query the data out of them in many different formats and filters, but they don't require any technical knowledge and are wizard-based.

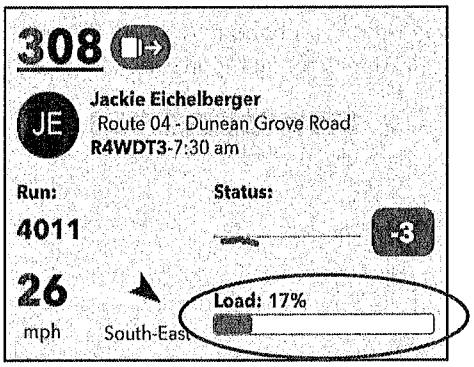
Like the other components in our system, the APC subsystem is directly integrated with all reports, stop records, and historical tools. GMV has developed its own software tools to enable advanced APC features like reporting of live bus loads and integration of APC data into standard performance reports.

GMV's APC solution transmits all information in real-time, to be accessed from anywhere via our web-based dispatch and reporting tools. GMV can also provide raw data (.csv) at the agency's request, which can be imported and manipulated through Excel in the Microsoft Office suite.

REAL-TIME PASSENGER LOAD REPORTING

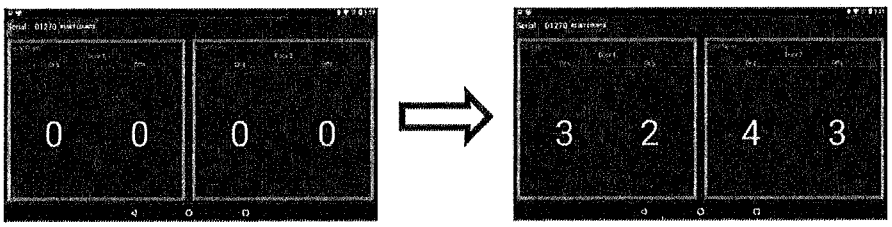
GMV is constantly processing counts of passengers boarding and alighting the bus, and our servers communicate with the bus in real-time to maintain an up-to-date passenger load. We make this passenger load information available to transit dispatchers, so they always know how many people are on a bus right now.

At our clients' discretion, we can also make this information available publicly. This helps riders know if they are likely going to get a seat on a bus or not.



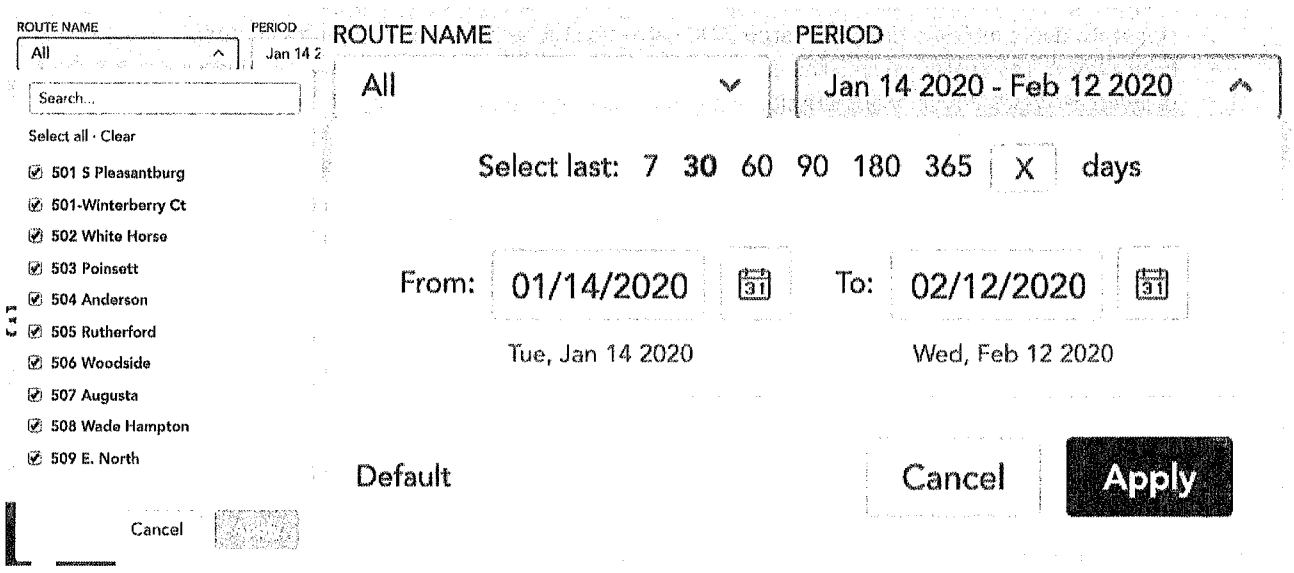
APC DIAGNOSTICS VIA DRIVER TOUCHSCREEN DISPLAY

The DIAGNOSTICS module on the driver display has an APC Test function that allows an operator or maintenance technician to **confirm the proper function of the APC system** without any special tools, computers, or technical knowledge of how the devices work. Once APC Test mode is enabled, the screen will display the results of APC On/Off counts as the tester walks on and off the bus through front and back doors. These numbers are large so they can be read from the doorways.

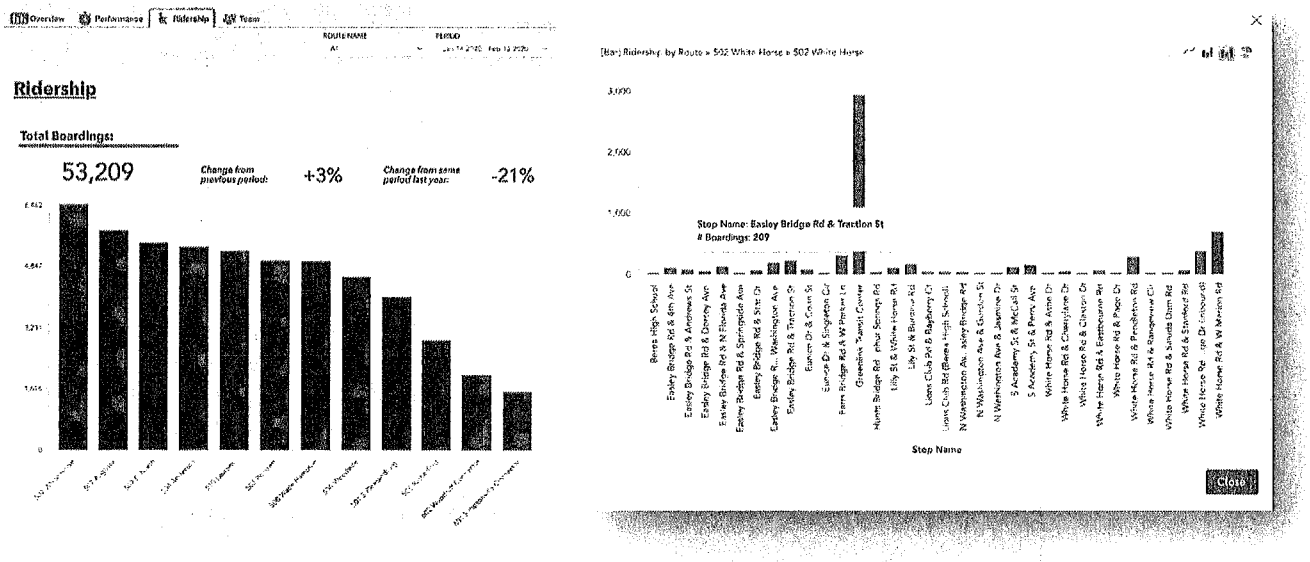


RIDERSHIP REPORTING

The APC reporting tab within the INSIGHTS presents Ridership information in a powerful and intuitive format. Users can filter data by routes, and time.

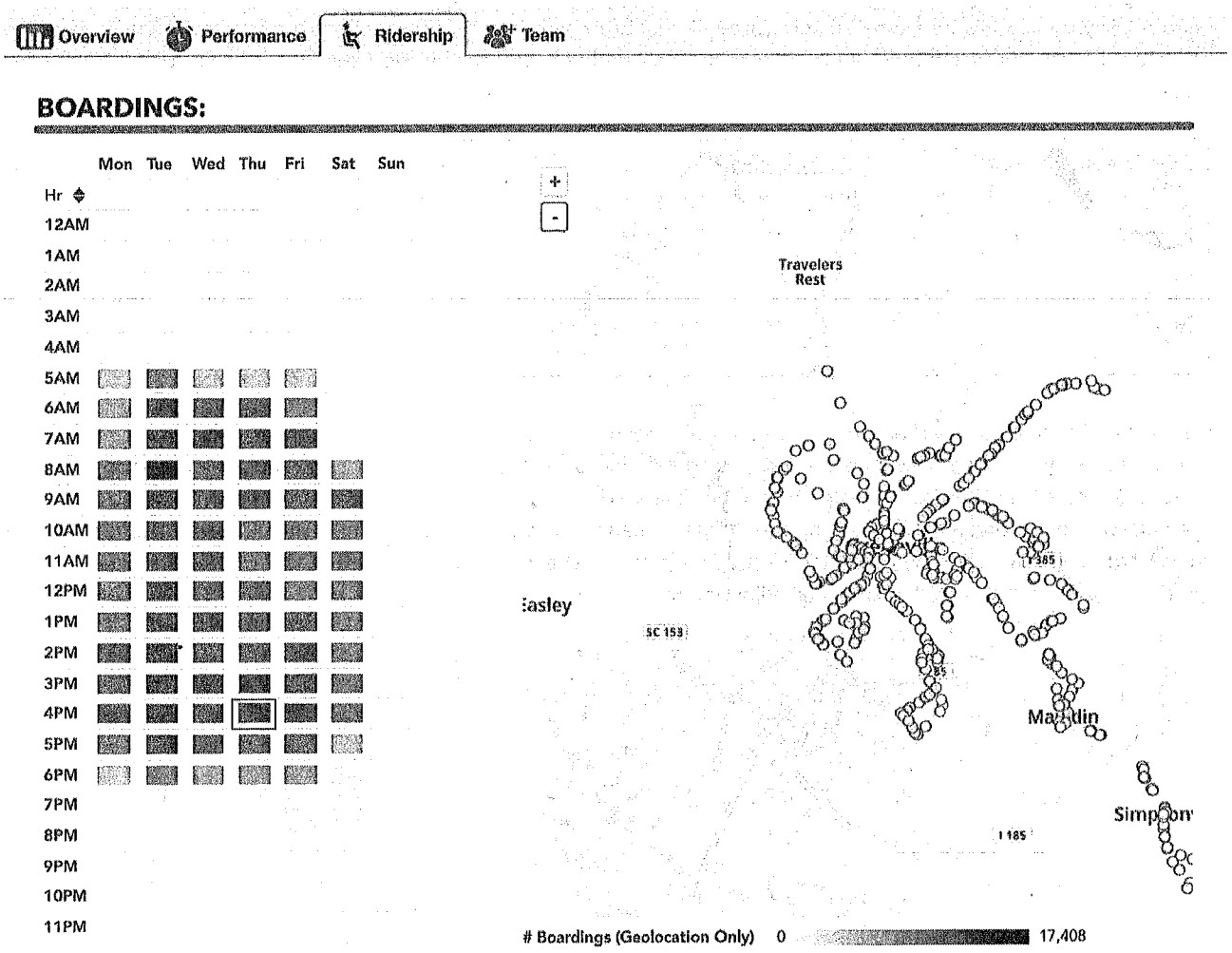


All data can be exported in CSV or PDF, or viewed as different types of charts (i.e., line or pie). Access to and edit privileges for all reports are controlled user permissions.



By clicking into a given route, you can see distribution of ridership across patterns (inbound/outbound/weekend) and stops.

On the same page, you'll see the distribution of ridership across times of day and a visualization of boardings across your service area.



APC ACCURACY REPORTING IN CAD/AVL SOFTWARE

Ensuring APC sensors are counting accurately and correctly allocating counts to bus stops/routes is critical to ensure good quality data. GMV's web-based software will identify any buses that have consistently shown a high variance between the ON counts and OFF counts. This indicates a problem with the physical sensor on the bus that may require recalibration.

Apc Accuracy Report

View Report | Download CSV

The highlighted bus may need recalibration

Start Time: 07-01-2018

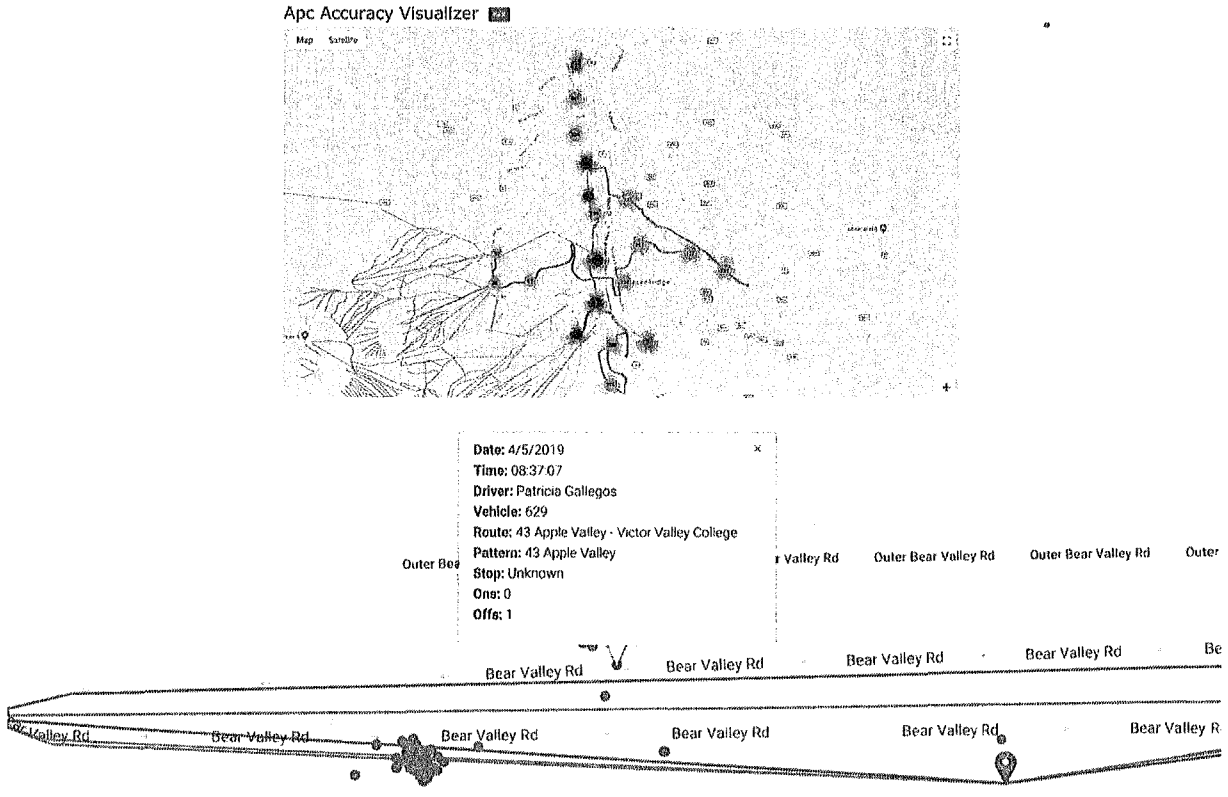
End Time: 09-01-2018

Route: DASH B

Pattern: All patterns

Vehicle Name	Total Apc On	Total Apc Off	Variance	Variance Percentage	Total Unknown On	Total Unknown Off	Unknown On Percentage	Unknown Off Percentage
15341	2362	2376	14	0.6%	112	54	4.7%	2.3%
15301	3637	3672	35	1.0%	133	39	3.7%	1.1%
15311	1755	1745	10	0.6%	54	20	3.1%	1.1%
15322	2738	2861	123	4.5%	108	45	3.9%	1.6%
15310	561	570	9	1.6%	24	4	4.3%	0.7%
15343	2405	2378	27	1.1%	96	37	4.0%	1.6%

We assess the % of counts that are not correctly allocated to a bus stop to identify instances in which data is getting lost, most likely because passengers are boarding/existing outside of designated stop zones or the stops are not located accurately in the CAD/AVL software (the digital stop location does not match the real world stop location). Our software plots these data on a map (good=green, bad=red) to identify problems. The cluster of red dots below shows that the real-world bus stop location doesn't match the location configured in the CAD/AVL system's maps (blue pin icon) - the CAD/AVL map needs adjustment.



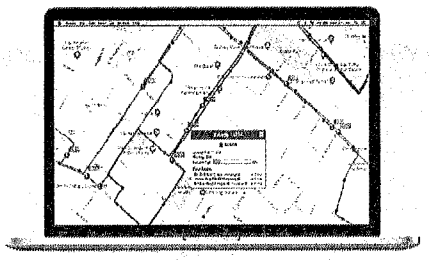
3.2.6 CCTV

GMV proposes to install a Cradlepoint R980 router on Metro Ride's vehicles. Each router will contain a SIM card to provide cellular data. We will ensure there is a port available for the AngelTrax system on each vehicle. If the CCTV Security System requires any specific port rules, our Project Manager will work with stakeholders from AngelTrax and Metro Ride to discuss configuration.

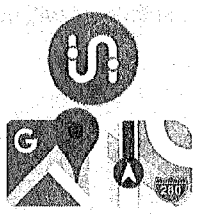
The router can be configured to connect to Wi-Fi when the vehicles are in the yard. During the initial fleet survey, our Field Engineers will meet with Metro Ride staff to gather details about the Wi-Fi access points, including their location.

3.2.7 REAL-TIME PASSENGER INFORMATION

The GMV solution includes a comprehensive passenger information service. We present real time information with Metro Ride's brand front and center, even though the data comes from our servers. We can stand up apps and websites for you, or we can simply provide data to your other services for further processing and distribution.



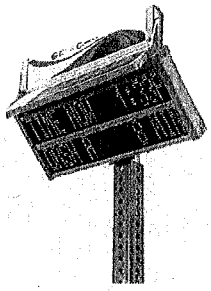
Web Browser



iOS and Android

Basic Phones – IVR and SMS

METRO Ride
PROVIDED BY WAUSAU AREA TRANSIT SYSTEM

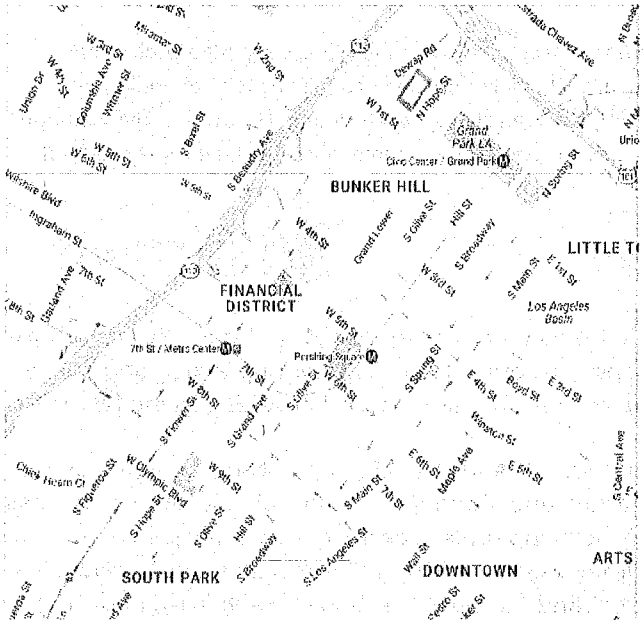


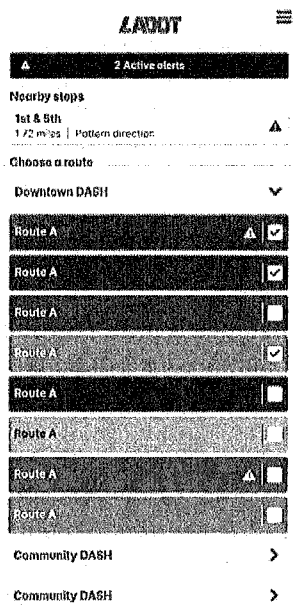
Digital Signage

Method	Features / Sample
Smartphone App	Fully featured native app, customized for your brand (iOS, Android)
Mobile Website	Mobile geo-location of stops, works on any phone with no apps to download www.ladotbus.com – see it now on a mobile device (Los Angeles DOT)
Desktop Website	Fully featured, optimized for larger screen. See the same URL above on a desktop device. Can also be embedded within a transit agency's main website.
SMS – Text Messaging	Arrival predictions by stop #: e.g. Text "ladot 6143" to 41411 Subscription based rider alerts customized by route/stop/day of week/time
IVR – Telephone	Call (213) 785-3858, press 0, enter stop # 6143
Digital Signs	Various sizes and formats for transfer centers or individual stops

3.2.7.1 Web-Based Live Bus Tracker

Passengers will see Metro Ride's brand and web address on the branded web-based live bus tracker. The web portal is compatible with all browsers and is optimized for mobile and desktop. The web-based live bus tracker allows users to choose a specific route and stop to receive arrival predictions. It also presents riders with associated stop numbers and information for visiting the mobile site or calling/texting to get updated information.

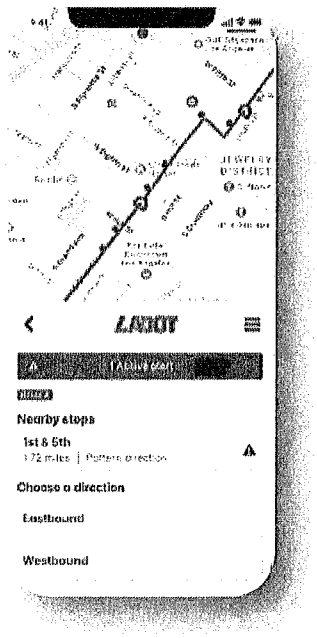




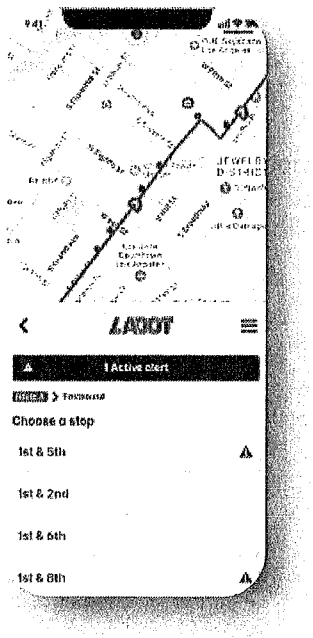
Standard Features:

- GPS geolocation automatically finds nearest stops to you at the first step
- Step by step navigation to get from landing to "Where's the bus?"
- Administrators can create announcements which will appear here in real time
- Linked to branded portal
- Embeddable in 3rd party applications

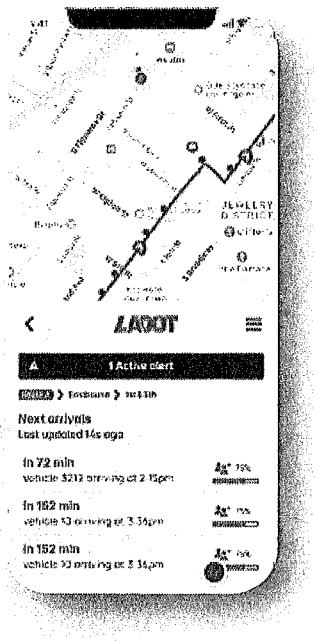
Riders can choose a direction:



Choose a stop:



And view arrival times:



3.2.7.2 Rider Mobile App – Transit App

GMV proposes to partner with Transit App to provide Metro Ride passengers with an easy-to-use iOS and Android Mobile app. Transit App's base offering is available to your riders at no charge and your agency can "go live" without any set up costs by simply supplying a link to your GTFS and GTFS-RT feeds to the Transit App team. As part of our standard base offering, GMV will manage and host your GTFS-RT feed on our directory and establish integrations with third-party platforms including Transit, Google, and Apple.

By electing to utilize Transit App, your agency will be removing barriers for the public to access important information about your operations, including live vehicle location, arrival predictions, and service alerts – including detours. For your consideration, we have included optional pricing for Transit Royale for Agencies, which provides additional opportunities for branding, additional perks for riders, a dedicated support team, and reporting for the City of Wausau.

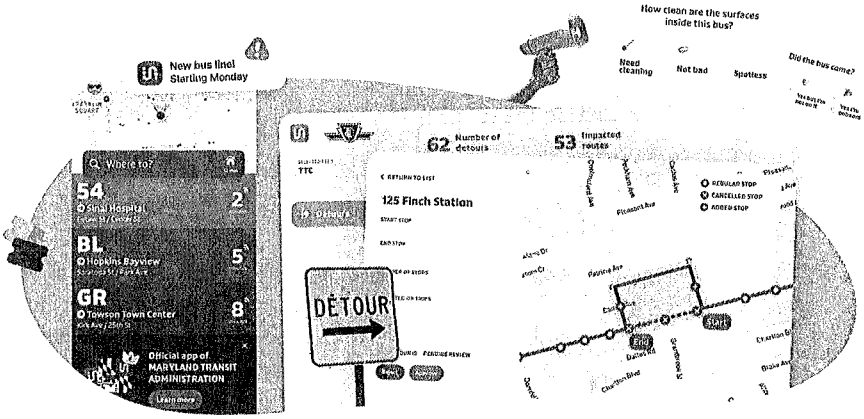
TRANSIT APP: WHO WE ARE

Transit is the app that makes life better for public transit riders, agencies, and operators in more than 900 cities worldwide. Millions of public transport riders rely on *Transit* app every day for accurate real-time information, intuitive step-by-step navigation, and helpful crowdsourcing features.

Transit contracts directly with public transit agencies, authorities, and operators, as well as city governments, US State Departments of Transportation and Canadian provincial authorities. Across North America, *Transit* is the officially-recommended local app under contract with agencies such as OC Transpo (Ottawa, Canada), Calgary Transit, OCTA (Orange County, CA), MTA (Baltimore, MD), UTA (Salt Lake City, UT), all fixed-route agencies across Connecticut and Vermont through statewide DOT contracts, RTC Southern Nevada (Las Vegas, NV), VIA (San Antonio, TX), Pierce Transit (Tacoma, WA), SORTA (Cincinnati, OH), CATA (Lansing, MI), CARTA (Charleston, SC), and many more.

In 2021, *Transit* released Royale, a subscription-based premium app experience for riders, as well as the basis for our partnership with public transit agencies. Since then, over 180 transit agencies have launched Transit Royale for their riders.

Transit is an independent Canadian company headquartered in Montreal that employs 86 full-time employees and has been in business since 2012 creating and refining *Transit* app.

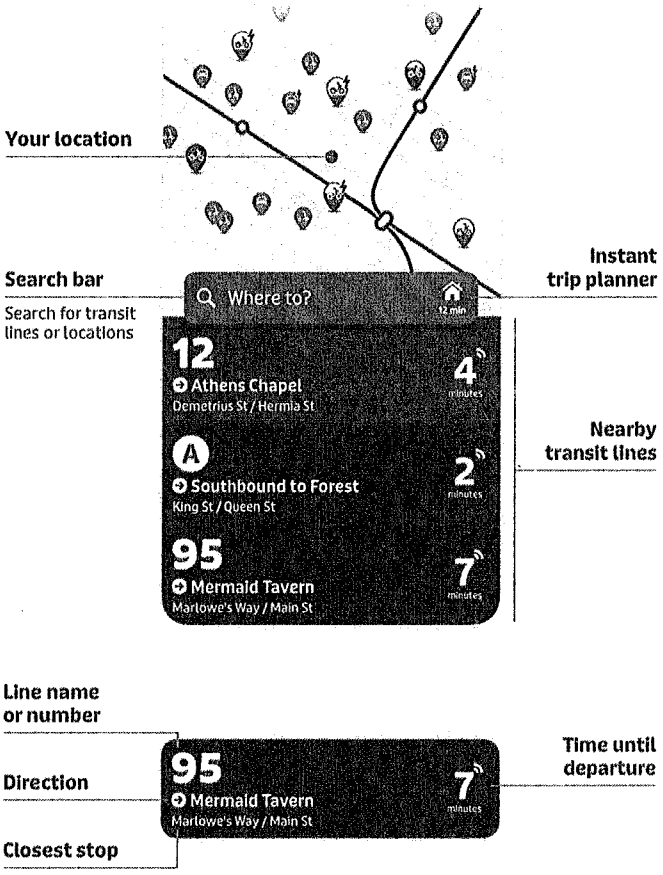


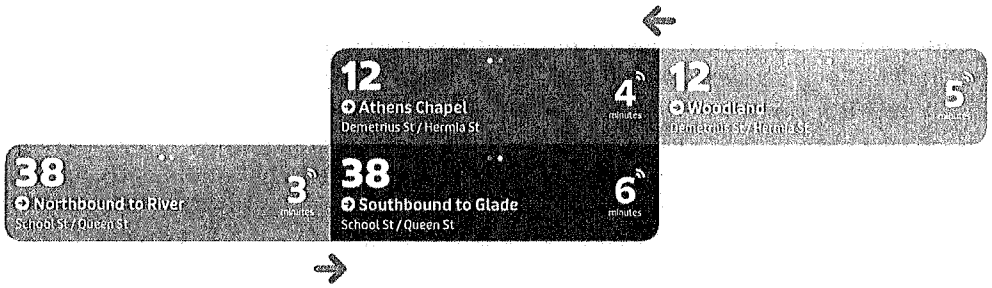
CORE FEATURES

MAIN SCREEN

Transit's Main Screen gives users immediate access to the real-time departure information for local lines at the nearest bus stops. For most everyday commuting trips, having to plan a trip or select a bus route and stop from a list is unnecessary and tedious–the user wants to know when their regular bus is leaving from their regular stop.

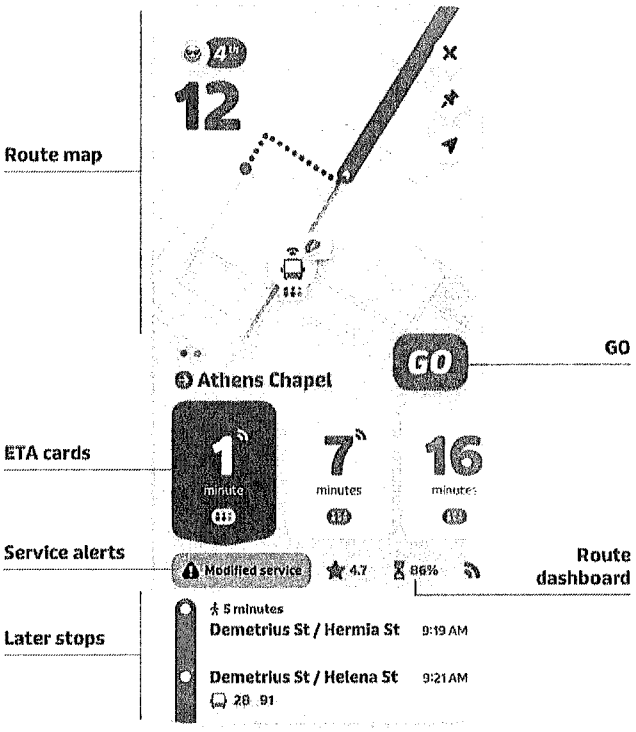
At the top of the Main Screen, the user sees a map with their location marked by a blue dot. Below the map, users see a list of nearby transit routes arranged according to the user's proximity to the nearest stop. Each entry or "cell" in the list displays the time until departure on the right, and the line name or number, the direction, and the nearest stop on the left. When available, real-time departures are displayed in a black or white font accompanied by small "waves" similar to the wifi symbol. In order to see the departure time for the opposite direction, users swipe across the cell.





From the Main Screen, users can also access the Route Detail Screen (by tapping on any of the transit routes displayed), the Trip Planner (via the green Search Bar or the Instant Trip Planner button), and Settings (via the Gear icon).

ROUTE DETAIL SCREEN



Tapping any route in the Main Screen will reveal much more information, including a Route Map, real-time bus vehicle locations (when available), the next three departures on the line, the list of remaining stops based on the user's location and the chosen direction (as well as the time the bus should arrive at each stop and the nearby connections available there), the option to enter GO (Transit's step-by-step intelligent navigator), see route on-time performance, and any service alerts (when in effect).

Tapping the pin icon on a line will add the route to the user's "Favorites" — an option that provides two separate advantages to the user. First, the line will always show up at the top of the list on the Main Screen, provided it has at least one stop nearby.

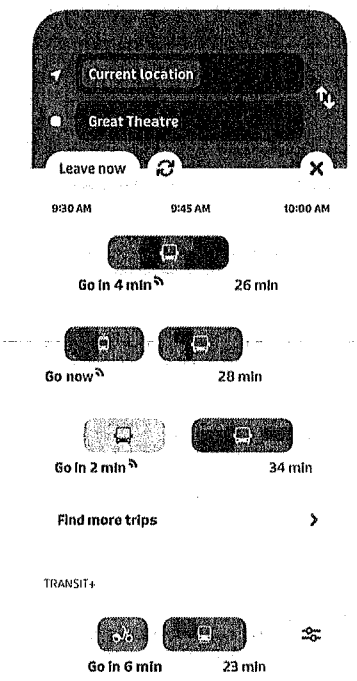
Second, pinning a line will prompt the user to accept receiving push notifications to their mobile device each time a new service alert is posted for the route, and whether they want these notifications at all times, or only during commute hours.

In the Settings section of their mobile device, users may configure how Transit's Service Alert push notifications appear in their lock screen, as well as the presence of sound and/or vibration when their phone receives a push notification from Transit.

If the line currently has disrupted service, the user will see a warning symbol and a button to read the relevant service advisories, whether or not the user has made the line a Favorite.

Transit supports stop-specific service alerts, allowing us to display stops that are out of service with an orange or warning circle on the Route Map depending on severity, and to avoid those stops within the trip planner.

TRIP PLANNER



Accessible directly from the Main Screen via the green Search Bar, Transit's Trip Planner displays a range of mobility options available for getting from A to B - active transportation (cycling and walking), public transit, and ride hailing - all with visual timelines so users can instantly understand the tradeoffs between different options.

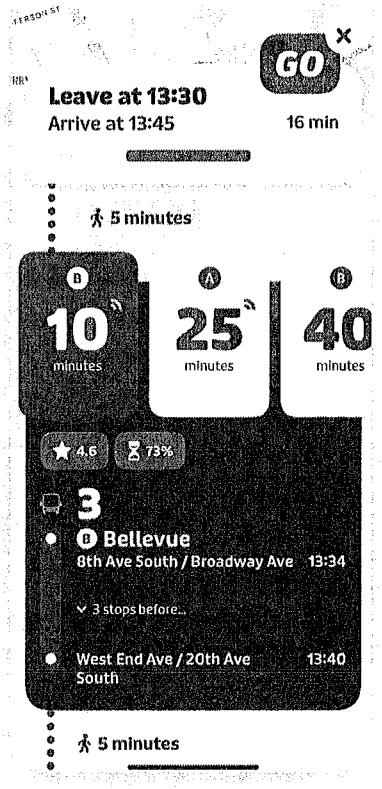
By default, Transit assumes that most trips are taken from the user's current location, and the default departure time is immediately. In the Trip Planner, users can adjust their origin and destination locations, as well as their departure or arrival time.

Tapping the Options button in the lower-left of the Trip Planner brings users to a Settings page where they can switch mobility options on or off–this allows users who don't use Uber or who don't ride a bicycle to disable those modes. Transit's Trip Planner is fully accessible offline and uses public transit schedules to plan trips when a wifi or data connection is unavailable.

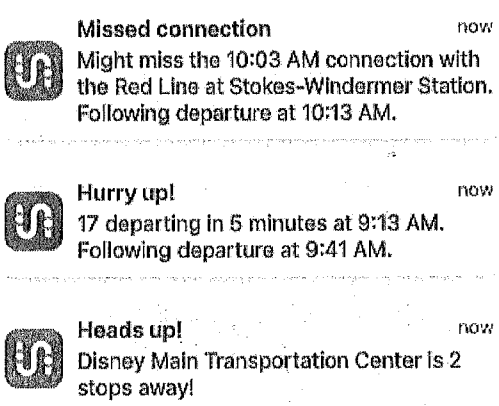
TRIP DETAIL SCREEN

Users access the Trip Detail Screen by tapping on any of the suggested trip plans in the trip planner. This screen displays the entire trip visually on the map, including the origin and destination points and the public transit routes or other modes involved in the trip. Scrolling down, the user sees the trip as an itemized series of steps, beginning with the walk path to the first leg of the journey and the real-time arrival time for that stop.

By tapping a later ETA card, the user can choose to take a later instance of the same connection.



GO: STEP-BY-STEP NAVIGATOR AND CROWDSOURCING



Transit's GO feature is a step-by-step navigator that holds the rider's hand throughout their journey. It is particularly useful for a novice rider, a tourist or a passenger unfamiliar with the area in which they are traveling, but can be used by anyone who would like additional step-by-step information for their trip. In addition, GO sends helpful push notifications to the user's phone during the journey.

Tapping GO in the Route Detail Screen (for one-part trips) or in the Trip Plan Detail Screen (for one- or multi-part trips) allows the user to enter GO mode–Transit's intelligent travel companion.

By tapping GO, the user will be guided step-by-step through each stage of the trip plan, which includes the following notifications:

1. (Optional) if the user wants to be reminded before they leave, they may choose to receive a notification at a predefined number of minutes before departure.
2. When the user needs to leave to catch their bus, based on real-time information.
3. (Conditional) If, due to traffic conditions or other circumstances, the GO engine believes the user will miss their connecting bus that was planned in the original trip plan, GO will notify the user that they need to catch the following bus, and will automatically adjust the trip plan and arrival-time estimate to reflect the later departure.
4. When the user's bus is two stops away from the user's final stop.
5. When the user's bus is at the final stop.

Transit's GO feature also acts as a real-time vehicle position generator. While providing step-by-step directions to the user according to their location, the feature also shares the vehicle's position with other riders down the road, so they know exactly where their bus is located. Moreover, GO improves existing agency real-time information by providing more precise vehicle locations (e.g. up to the second, rather than per minute or more), and visually it appears much smoother to the user than standard real-time.

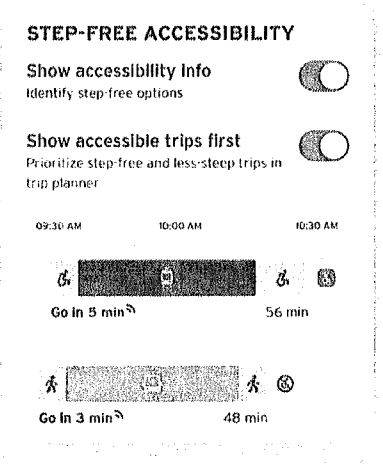
Transit incentivizes use of GO by telling customers at the end of their trip how many other riders they have helped by anonymously crowdsourcing their bus' location (the number represents the number of other users who opened the app and saw the more-accurate, GO-sourced information). This per-trip number of users helped is then used to calculate an overall score of how many fellow users the customer has helped out, both globally for the entire Clarksville network, and for individual lines. For each bus line, the customer is ranked based on how many other users of that line they have helped. For the many users who tag Transit and their local agency on social media, becoming first on their bus route (in other words, the most helpful GO crowdsourcer) is a source of pride.

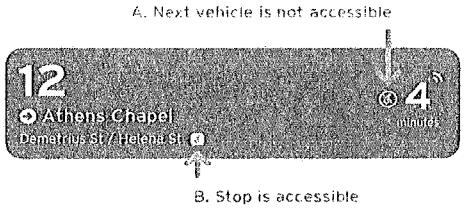
ACCESSIBILITY

Accessibility is a fundamental principle of our design process, not an afterthought. Not only is Transit compliant with guidelines, our features go above and beyond WCAG guidelines to ease use for people with visual and ambulatory impairments. GO mode tracks your trip while you are on it, telling you when you are two stops away, or about to reach your stop, which is particularly useful for people who have trouble hearing and seeing. Transit's journey planner allows you to prioritise trips that have less walking, or that avoid stairs as much as possible.

With more than 180 agency partners, we have been audited for WCAG accessibility many times. We have extensive processes to test the app for any regressions as new features or bug fixes are made. On request we would be happy to share our WCAG accessibility reports.

- **WCAG 2.2 Compliance:** Our app is developed and maintained to meet or exceed WCAG 2.2 AA standards. We work with visually-impaired beta testers and accessibility consultants to ensure our app is usable for everyone.
- **Screen Reader Support:** The app is fully compatible with native mobile screen readers, VoiceOver (iOS) and TalkBack (Android), providing a comprehensive experience for visually-impaired riders. Our GO feature, with its audio prompts, is particularly valued by this user group.
- **Mobile assistant support:** The app is compatible with Siri on iOS and Google Assistant on Android.
- **In-App Accessibility Features:**
    - We display wheelchair accessibility information for stops and vehicles when this data is provided in the GTFS feed (stops.txt and trips.txt)
    - Our accessible trip planner features additional time to get to and from transit stops and considers whether all of a trip's vehicles and stops are accessible, making it easy for users with reduced mobility to confidently travel door-to-door, minimizing their transfer distances and overall travel time while maintaining step-free travel
    - All text and icons are designed with high color contrast for maximum legibility.





3.2.7.3 PASSENGER COMMUNICATION

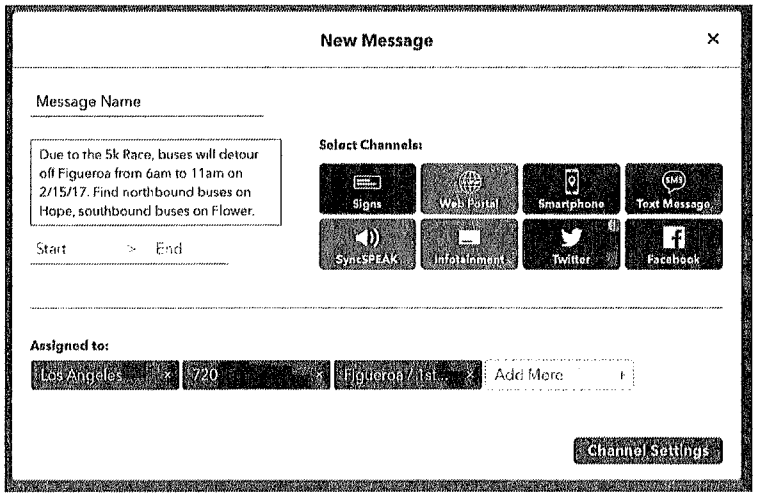
GMV software helps you easily create and share messages with your riders by bringing together previously disparate messaging platforms into **one single, multi-channel communication tool**. With the Sync Messages tool, you can send messages and alerts through:

- SMS / Email Notification
- Digital Signs
- Twitter and Facebook
- GTFS-Realtime
- Website Widget
- Onboard Annunciator
- Onboard Infotainment Screen
- Mobile App Push Notification

With our fully **web-controlled SyncSPEAK annunciator system**, your agency can put public service announcements on your in-bus audio annunciators.

New Message Creation Window

The New Message window is a simple, straightforward way for users to create messages. A user begins by filling in the top portion of the window.



The **message name** is for internal use only and gives the user a way to refer to a message – this is seen by any user of the system.

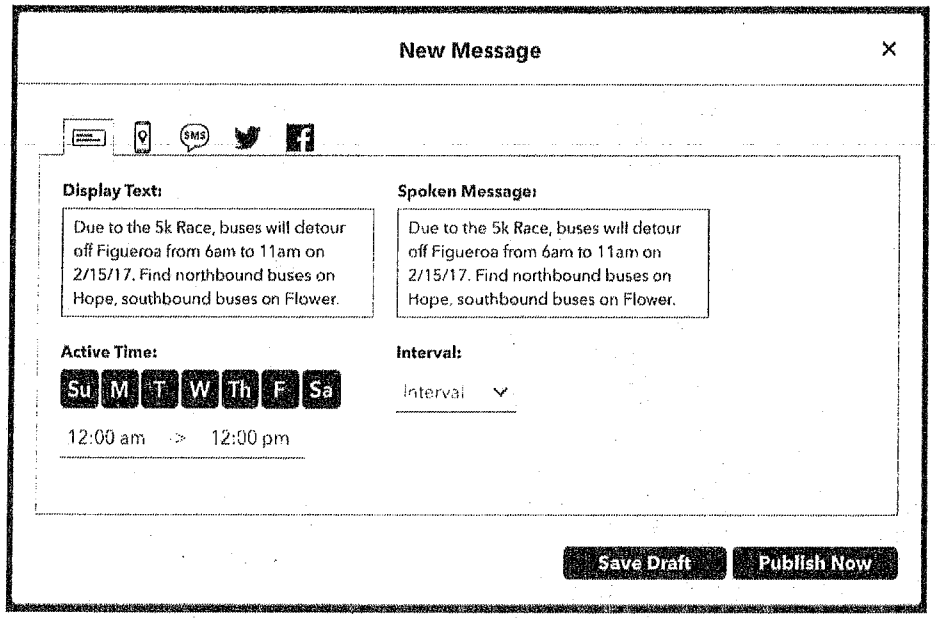
In the **message text box**, a user inputs the default message that will be used as the base for all channels. As you type, we will automatically provide alerts for any channels your message won't work on (for example, if you enter a message longer than 140 characters, it will not fit on Twitter). In this example, you can see an alert over the "Twitter" box to the right.

These **channel selectors** are where the user chooses what channels to distribute the message on.

Assignments can be made by mode, route, stop, or tag (which can include regional areas, or any other categorization).

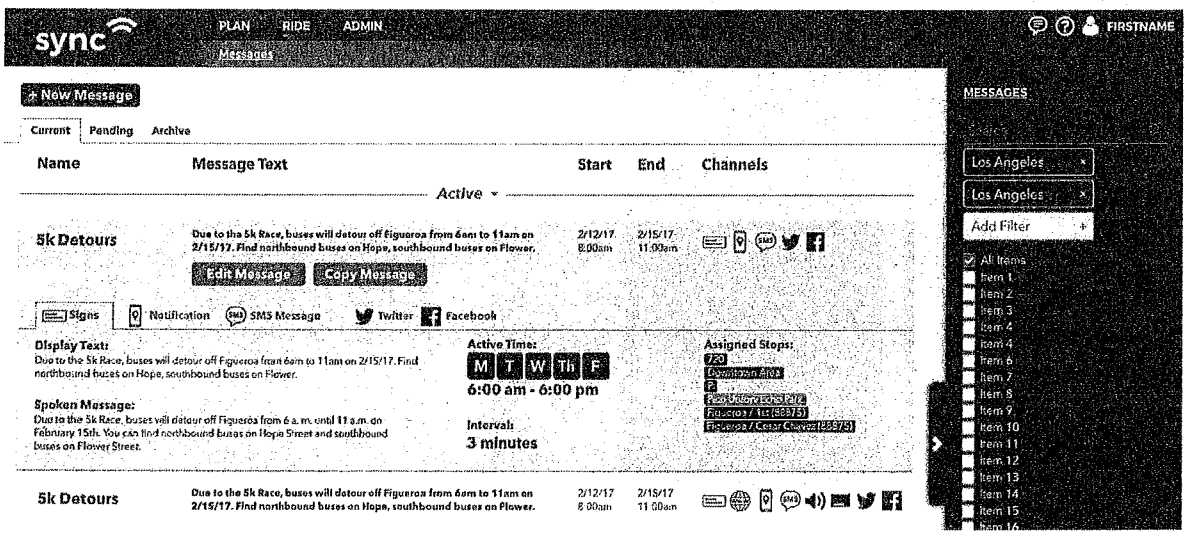
In the **Channel Settings** window, we have tabs for each of the channels selected in the previous step. Here we can edit the message or provide more information that applies only to specific channels. If there are basic formatting requirements, like message length, we will automatically apply those restrictions but allow the user to customize the message as necessary.

When the message is ready, a user can either "Save Draft" or, if they have adequate permissions, they can "Publish Now," which instantly sends the message to each of the selected channels.



Messages List

Now that messages have been created, we look at the messages list, which gives users a full view of all messages. The sidebar on the right allows a user to quickly search or filter by various attributes, and the list will auto-populate with relevant messages. In the main pane there are three tabs: **Current**, **Pending**, and **Archive**.



3.2.7.4 LEVERAGE USER BASE FROM TRANSIT APP + GOOGLE MAPS

The messaging system we offer is compatible with Transit App, Google Maps, and Apple Maps and can seamlessly fit into your existing passenger communication workflow. Your riders will always be informed with the most up-to-date information, because we push real-time arrival predictions to all endpoints every 4 seconds.

Below is an example from LA Department of Transportation communicating a delay via Apple Maps, Google Maps, and Transit App. The service alert was drafted with the Sync Messages tool detailed above. After the alert was published, it was automatically pushed to riders on each third-party platform.

3.2.7.5 Arrival Prediction Algorithm

Regardless of the way a prediction is delivered to the rider, if the prediction isn't accurate, then riders won't trust the system. A real time passenger information system is a very visible system, and if it isn't accurate and reliable, it can quickly become a black eye instead of a gold star.

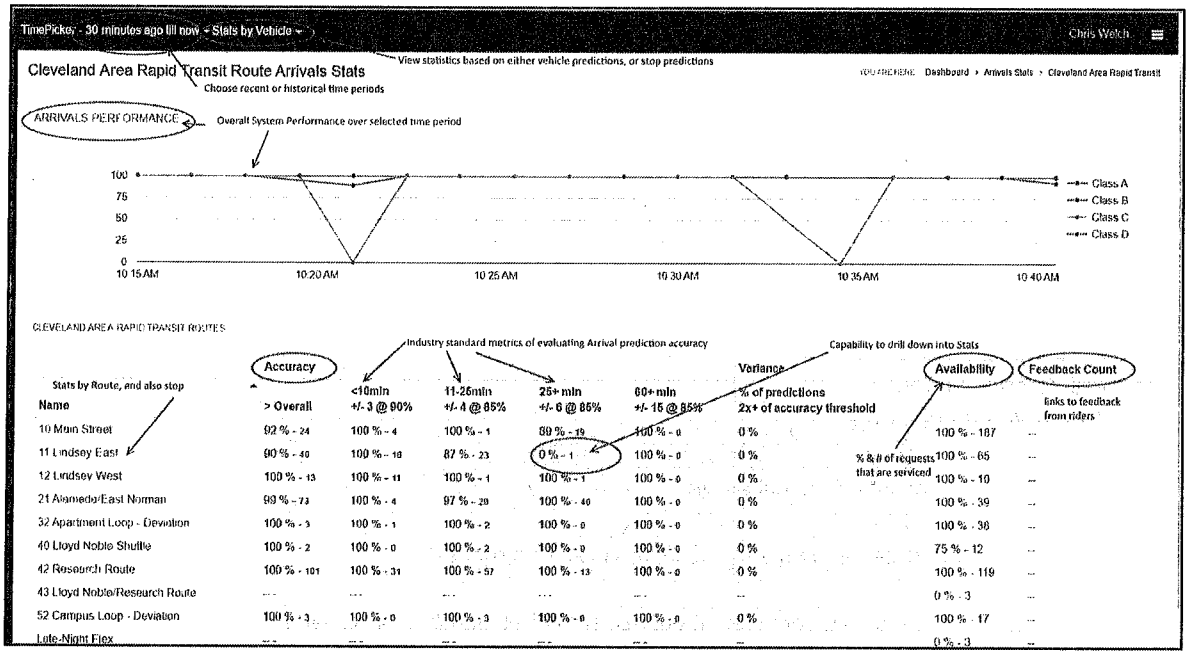
A unique aspect of GMV's algorithm is that it works independently of the bus schedule. We know that riders care less about whether the bus' actual trip matches the schedule, and they care more about their question: "When will the bus come to my stop?" So, we provide pure predictions based on time relative to now, e.g. "The bus will arrive in 4 minutes." The algorithm does not regularly compare the bus's actual location and time with some hypothetical idealized "schedule," because a hypothetical schedule is by design a weighted average that rarely if ever actually exists in the world of transit operations.

By contrast, GMV uses real historical data about how long it took a bus on a given section of a given route to move from Point A to Point B. We also factor in additional data points, such as time of day, day of week, day of the year, and other conditions to eliminate any seasonal or cyclical effects that could skew the prediction. We apply these filters to all of the historical trips on the same section of the route which our database has saved, and we find the historical trip that best matches the present reality.

In theory, this historical best trip could have occurred months ago, when the weather, time, and day were the same; however, it is most likely that the most similar historical trip happened very recently, and that the bus traveling on the route right now will have an experience that is similar to the bus that preceded it.

We design the sensitivity of the analysis to place more emphasis on being late vs. early. It is most often better to consistently by a little bit early with the prediction and have a rider waiting for 30-60 seconds than to be a little bit late and have the rider miss their bus. We've tuned our algorithm to take this important rider experience into account.

Here is an example of our regular analysis of our algorithm's accuracy for a client:

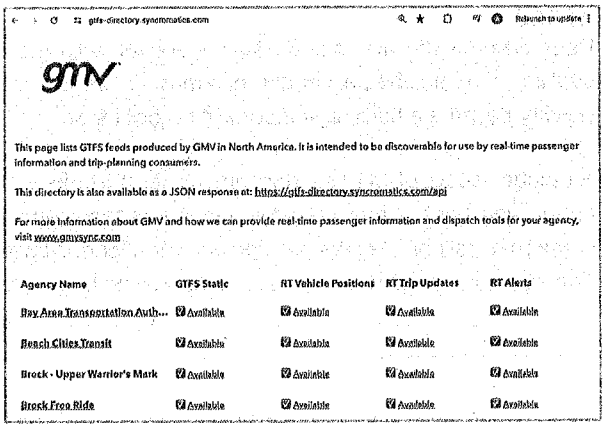


3.2.7.6 Complete GTFS Export + GTFS-Realtime

The GMV system exports and hosts a complete set of GTFS, including all schedule and stop data.

GMV natively produces GTFS files that can be uploaded directly to Google Transit to ensure that the client's routes are visible on the Google Maps public site or other third-party transit apps. GMV hosts the GTFS files within your public portal so that you don't have to update Google whenever there is a change.

GMV also natively supports GTFS-RT for all customers, so we can make real-time data available to third party apps using this standard.



For easy coordination with Apple Maps, Transit, and other GTFS consumers, we assembled all of our clients' current feeds into one place: https://gtfs-directory.syncromatics.com/ GMV's solution eliminates the need for third party GTFS management tools (both static and GTFS-RT)

3.2.7.7 Open API and THIRD-PARTY Data Access

All the data collected, hosted, and generated by the proposed system is the property of your agency, and it is freely available in automated formats at any time. GMV will not extra charge fees at any time for you to access your data.

GMV will offer API keys to developers you wish to be able to access your data. Some of the world's most popular transit app developers (including "Transit App" and "Citymapper") have stress tested the GMV API and confirmed it works to offer our customer's data into their apps. This access is completely controlled by you, and we ensure that no unauthorized developers are able to access your data.

Formats

- RESTful APIs are web-based with HTTP endpoints
- Available in JSON format for standards compliance
- CSV/XLS downloadable with a request wizard on the CAD/AVL front-end system
- All information is secured with API keys issued by GMV to your agencies or third parties as needed, so we can control which third parties have access to your data

Data Available

- Route/Stop/Schedule Database
- Real-time Arrival Information
- Real-time Vehicle Locations
- Real-time Bus Occupancy
- Arrive/depart stop records of actual service
- Schedule adherence data
- Additional CAD/AVL data can be made available via API on request

The same data available to app developers can be pushed to digital signage controlled by GMV or by a third party.

3.2.8 REPORTS AND DATA ANALYTICS – SYNC INSIGHTS

All reports shown below, and many additional reports not featured, are available out of the box. Each report can be configured and customized by the user, so there are infinite potential report combinations by combining various data items and filters. All reports can export to MS Excel (.csv) or PDF.

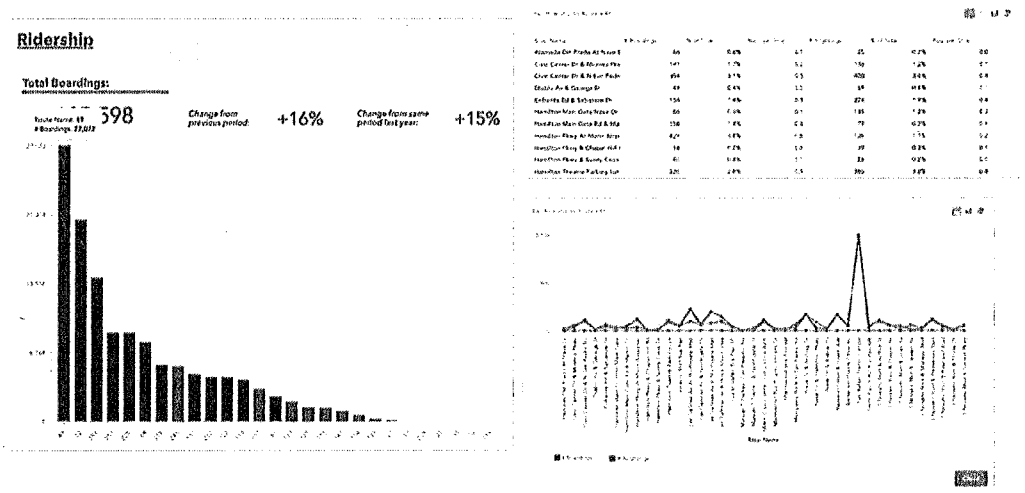
The tools include native graphical report generation within the analytics software, see examples below. All graphics will update in real-time as filters and configurations are modified. Individual reports can be assembled into custom dashboards for easy reference.

3.2.8.1 Interactive Analytics Platform

GMV includes an interactive data analysis platform as a standard part of its software to enable clients to get the most value out of their data. Screenshots of individual reports are included below.

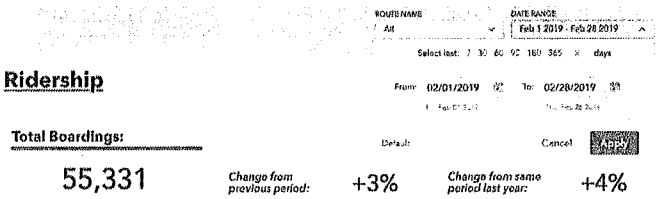
Drill Down into Reports for More Detail

All data items are clickable to "drill down" for additional details. This example shows a ridership report by route (bar chart at left). Click on a particular route to see a table showing the ridership by stops on that route. Switch to a line chart view to see the ridership data in stop sequence order – the transit center stands out as a major outlier (most popular stop on the route).



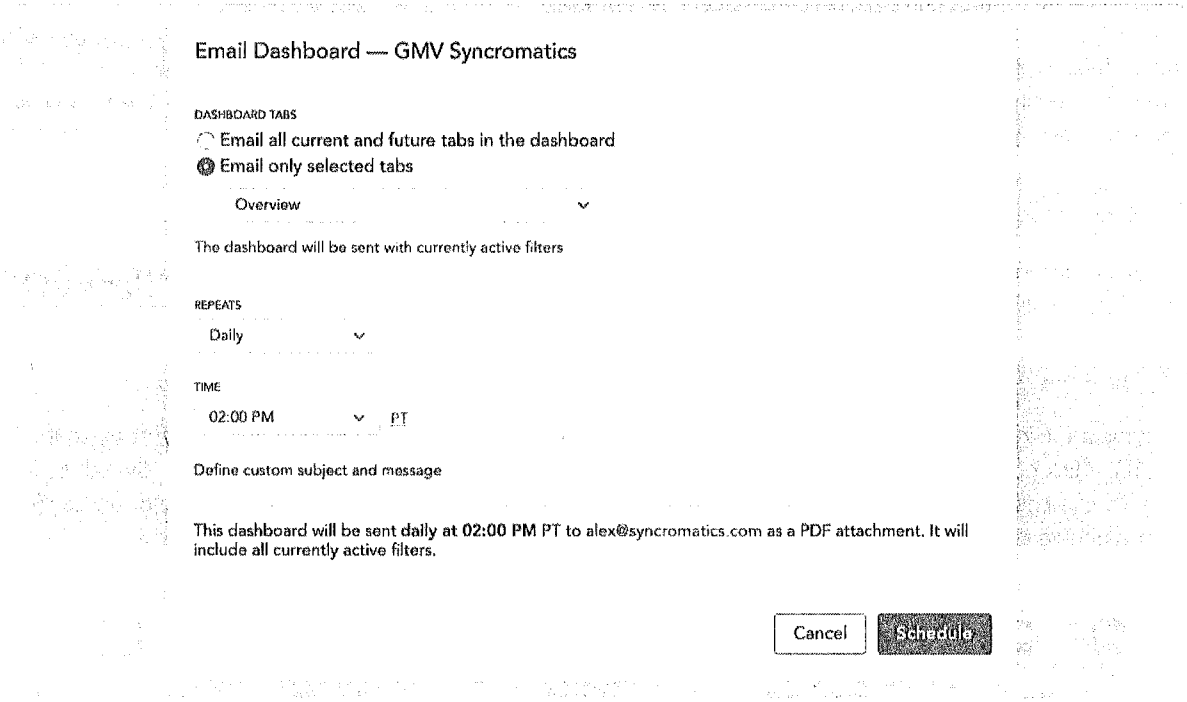
Custom Date Range and Comparison to Prior Period

All reports can be adjusted with custom date ranges to focus on specific data. The system automatically generates a comparison to the previous period (e.g. compare February to January) and to the same period last year (e.g. compare February 2019 to February 2018).



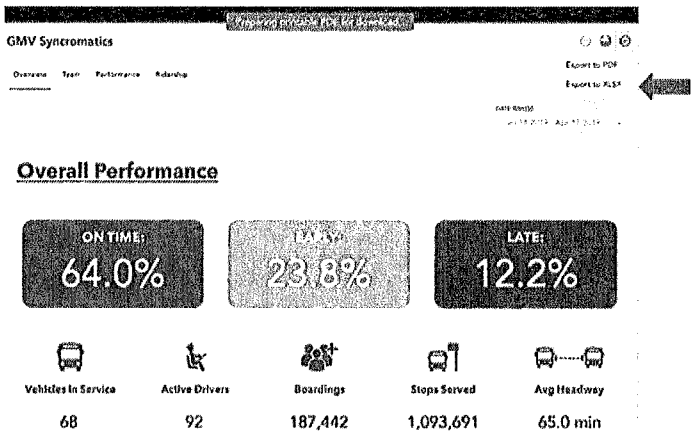
Auto-Schedule Report Distribution by Email

Set up a specific report or dashboard to be emailed to you at regular intervals. The system will automatically run the report with parameters you specify and send the result as a PDF email attachment.



Export Reports as Excel or PDF

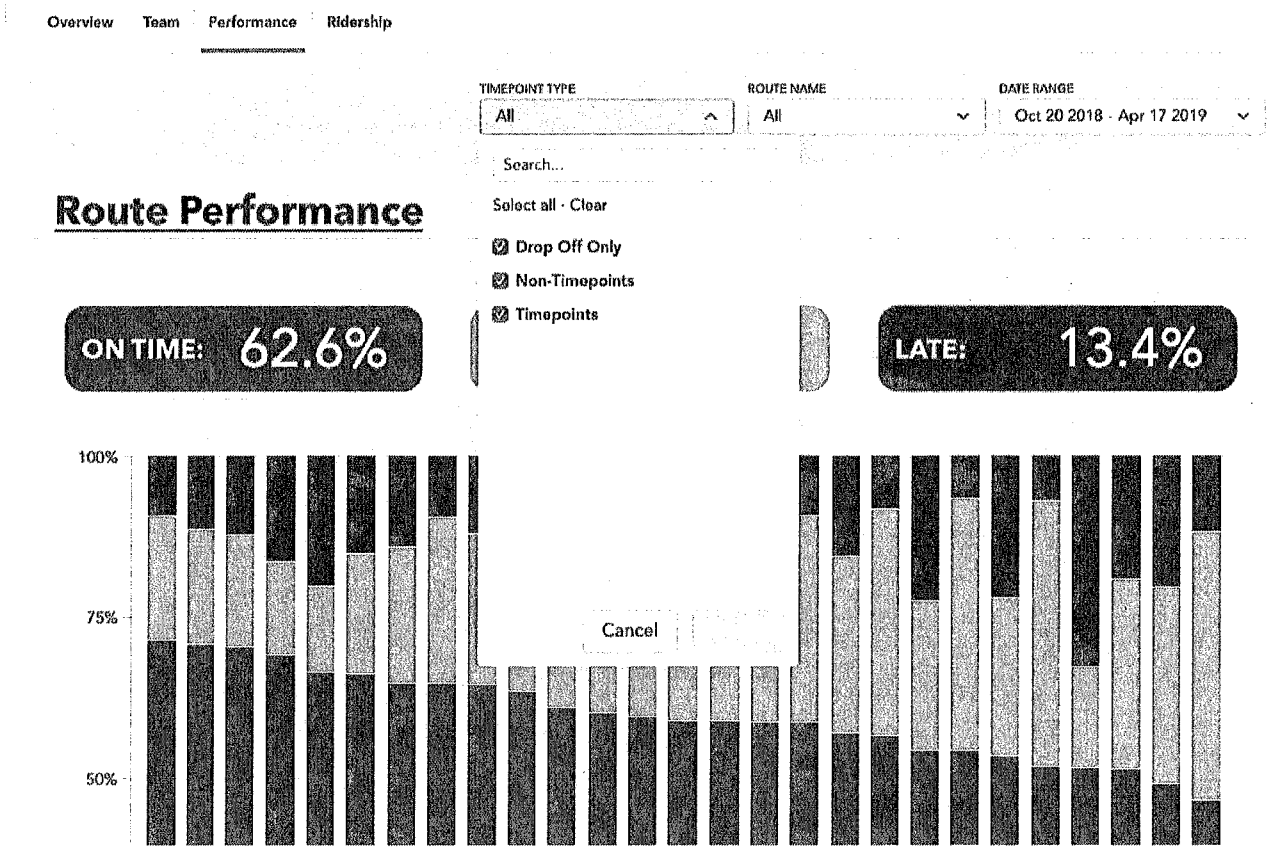
All reports, charts, and tables can be saved as a PDF for sharing with colleagues and board members or exported to Excel for further data analysis.



	A	B	C
1	Applied filters:	Top LATE Routes	
2		Dates: 01/18/19 - 04/17/19	
3			
4	Route Name	% Late	
5	151	32.8%	
6	125	23.2%	
7	68	21.6%	
8	61	20.5%	
9	119	18.%	
10	35	17.1%	
11	122	15.9%	

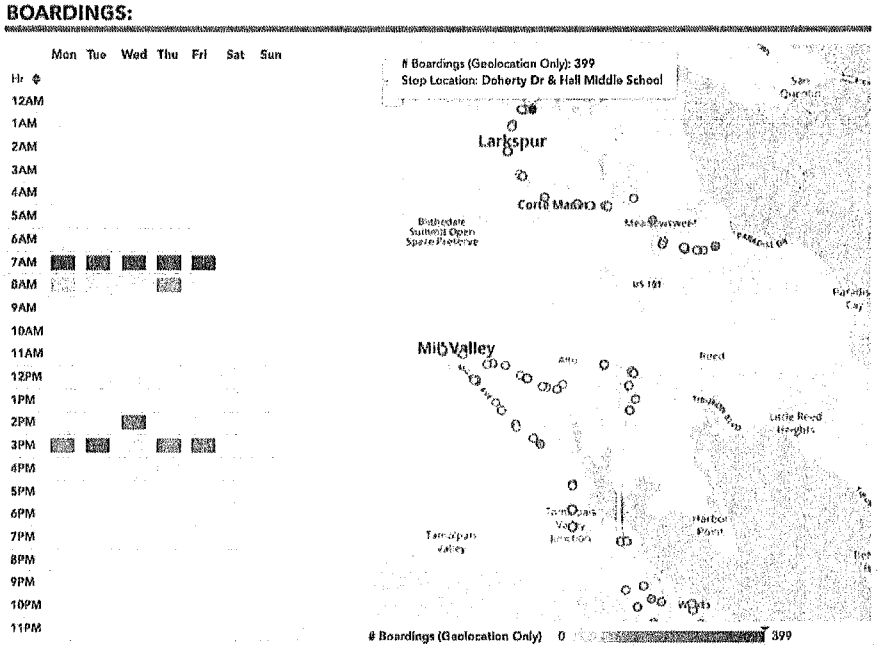
On Time Performance, Filtered by All Stops vs. Timepoints

All Schedule Adherence reports can be filtered to show data for all stops or to show only data for stops designated as timepoints



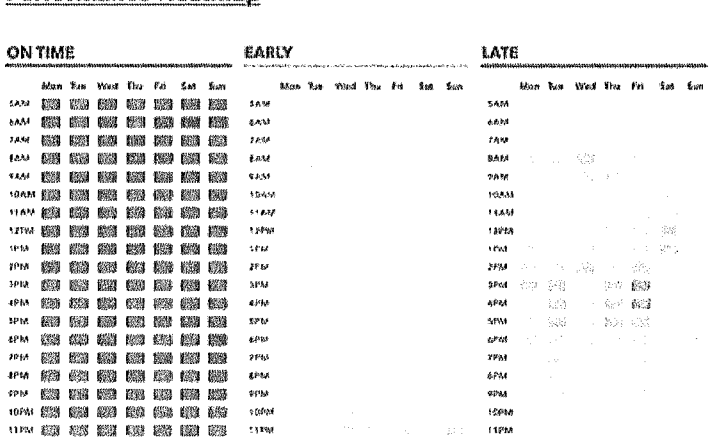
Map Based Reports for Geo-Spatial Analysis

Many reports can be displayed on a map to establish patterns and trends in the local context and see how the distance/terrain affects the data being reported. This example shows a ridership report on a map at right with stops color coded by ridership (high ridership is darker). A user can hover over a stop for more details. The example also shows a Day-Time Heatmap to identify times of day and days of week with the highest ridership – helpful for route and schedule planning.



Schedule Adherence Day-Time Heatmap

This report shows how on time performance changes throughout the day and across the week. Darker colors mean higher values, so a dark red cell indicates chronic late OTP at that time of day/day of week.



Schedule Adherence by Driver and Driver Performance Trends

This report shows an on time performance comparison for all drivers and it shows how the driver's OTP has changed over time with trend analysis.

Driver Performance

ON TIME

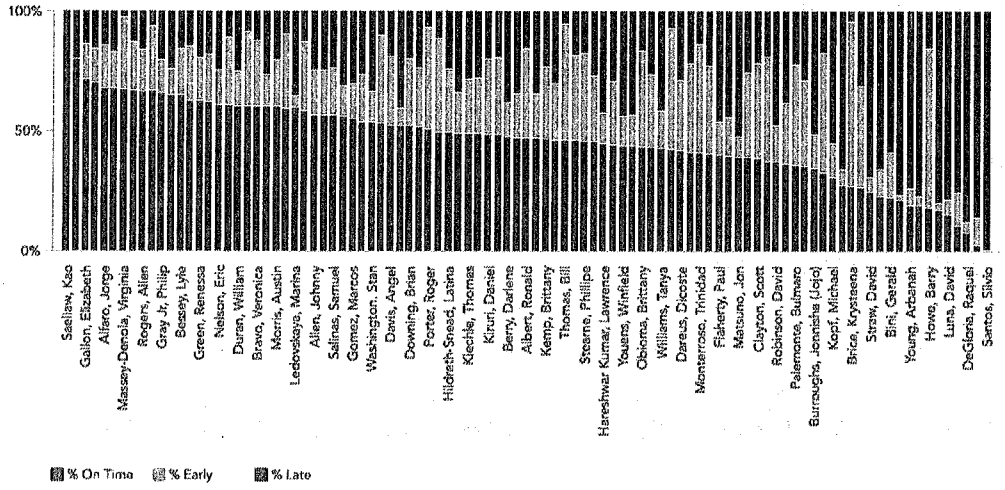
Driver Name	# Trips	OnTime
Saeliaw, Kao	1	100%
Kiptum, Patrick	3	80%
Gallon, Elizabeth	12	71.3%
Robinson, Andres	46	69.8%
Alfaro, Jorge	15	67.7%
Lawson, Earnestir	140	67.3%
Massey-Denola, V	11	67%
Wan, Jeff	89	66.6%
Rogers, Allen	75	66.4%
Moore, Roy	137	66.3%

EARLY

Driver Name	# Trips	Early
Brice, Krysteena	53	68.9%
Howe, Barry	14	65.8%
Oceguada, Rupert	4	50%
Marzocchi, George	93	49.7%
Thomas, Bill	29	48.6%
Monterroso, Trinid	120	45.1%
Kalia, Inderjit	58	43.8%
Porter, Roger	60	42.1%
Temp, MV Temp	30	42%
Palomonte, Bulma	102	42%

LATE

Driver Name	# Trips	Late
Santos, Silvio	6	100%
DeGloria, Raquel	27	88.4%
Villalobos, Armand	3	86.2%
Chaney, Garnet	46	80.3%
Luna, David	96	78.7%
McHenry, Rosetta	32	77.6%
Cativo, Guillermo	21	76.8%
West, Jennifer	12	76.3%
Young, Arbanah	45	74.3%
Straw, David	106	69.3%



Fleet Utilization / Spare Ratio

This report shows that actual number of vehicles that were in service during the selected time period, and a comparison with the previous period.

Fleet Utilization

Active Vehicles:

68

Change from previous period: +3%

Inactive Vehicles:

12

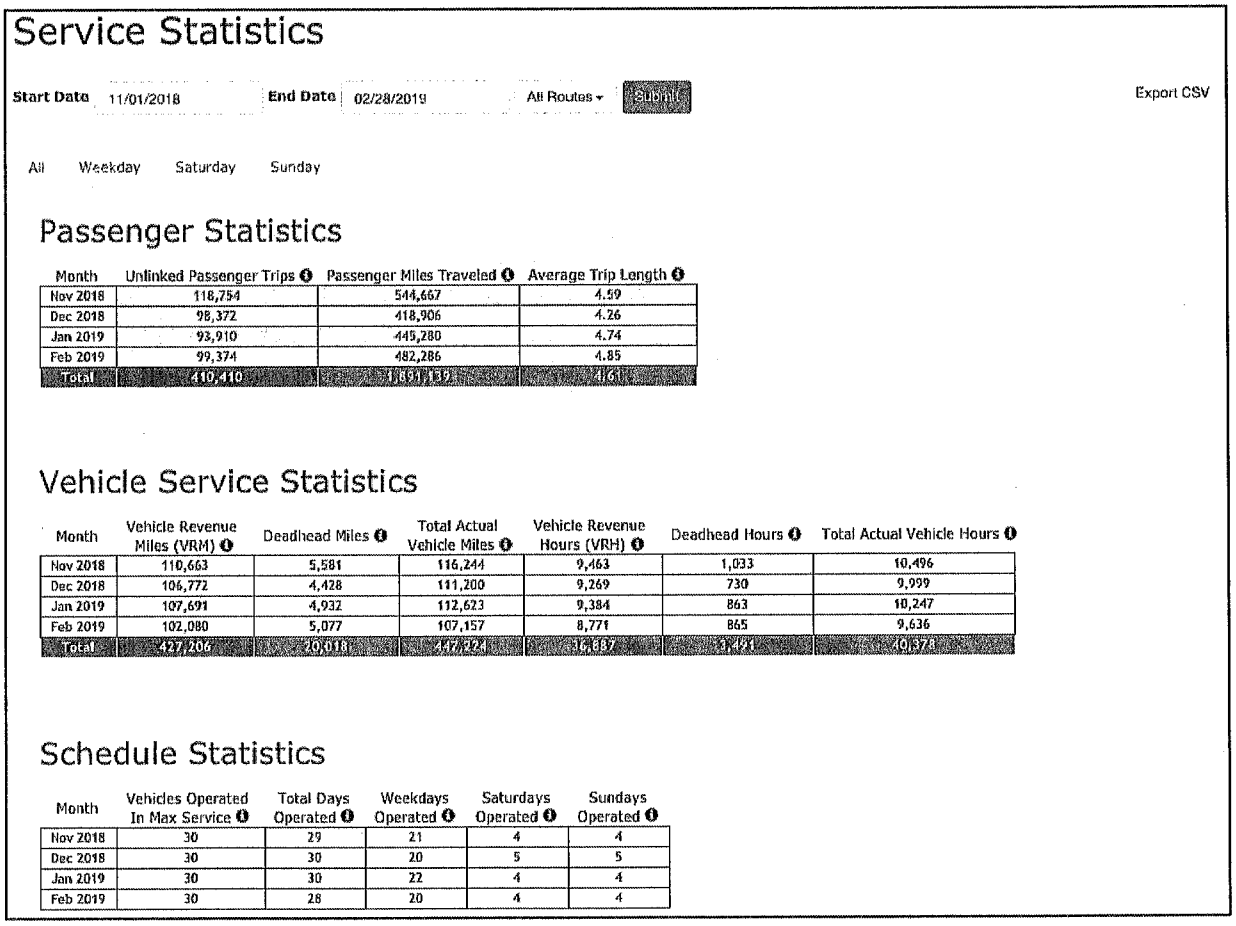
Change from previous period: -14%

NTD Reports / Service Statistics

GMV offers a full NTD reporting solution as a standard element of its CAD/AVL software package to help transit agencies comply with their federal reporting requirements.

The report will automatically calculate totals and averages based on operations, this automated data collection and analysis will reduce the workload on client staff and help provide insights into the operations. The report will feature interactive drill downs to enable a user to validate any figures that are out of line with expectations and identify the specific day/vehicle/trip that is the source of the outlier.

The report can be exported to Excel to enable further analysis, data adjustment, or import into a third party business intelligence tools.



Service Statistics

Start Date 11/01/2018 End Date 02/28/2019 All Routes Submit Export CSV

All Weekday Saturday Sunday

Passenger Statistics

Month	Unlinked Passenger Trips	Passenger Miles Traveled	Average Trip Length
Nov 2018	118,754	544,667	4.59
Dec 2018	98,372	418,906	4.26
Jan 2019	93,910	445,280	4.74
Feb 2019	99,374	482,286	4.85
Total	410,410	1,891,139	4.61

Vehicle Service Statistics

Month	Vehicle Revenue Miles (VRM)	Deadhead Miles	Total Actual Vehicle Miles	Vehicle Revenue Hours (VRH)	Deadhead Hours	Total Actual Vehicle Hours
Nov 2018	110,663	5,581	116,244	9,463	1,033	10,496
Dec 2018	106,772	4,428	111,200	9,269	730	9,999
Jan 2019	107,691	4,932	112,623	9,384	863	10,247
Feb 2019	102,080	5,077	107,157	8,771	865	9,636
Total	427,206	20,018	447,224	36,887	3,491	40,378

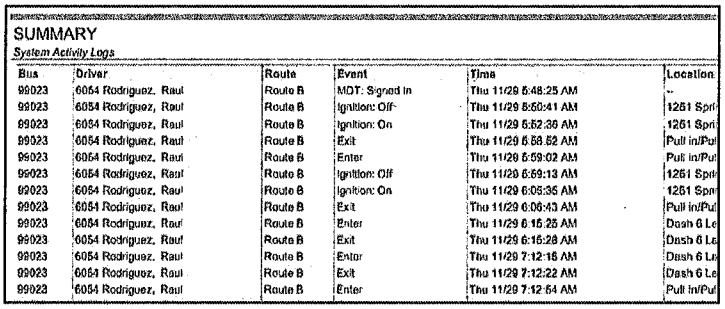
Schedule Statistics

Month	Vehicles Operated In Max Service	Total Days Operated	Weekdays Operated	Saturdays Operated	Sundays Operated
Nov 2018	30	29	21	4	4
Dec 2018	30	30	20	5	5
Jan 2019	30	30	22	4	4
Feb 2019	30	28	20	4	4

3.2.8.2 Additional Reports

Event Logs:

System activity reports provide in-depth audit capabilities, with multiple levels of filtering and date tracking. Examples include vehicle assignment histories, yard pull in/out, triggered alerts, etc.



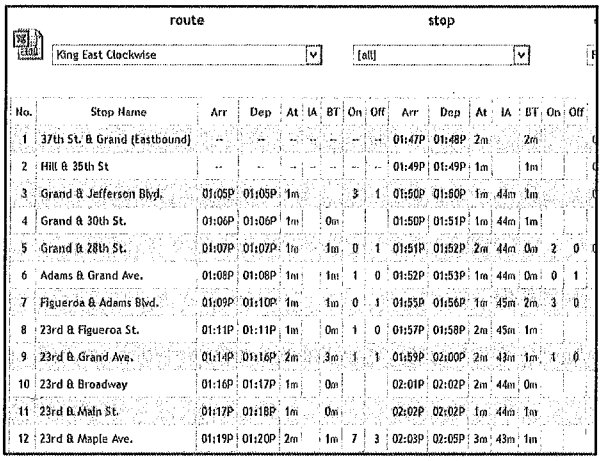
SUMMARY

System Activity Logs

Bus	Driver	Route	Event	Time	Location
99023	6054 Rodriguez, Raul	Route B	MDT: Signed In	Thu 11/29 6:48:25 AM	--
99023	6054 Rodriguez, Raul	Route B	Ignition: Off	Thu 11/29 6:50:41 AM	1251 Spri
99023	6054 Rodriguez, Raul	Route B	Ignition: On	Thu 11/29 6:52:36 AM	1251 Spri
99023	6054 Rodriguez, Raul	Route B	Exit	Thu 11/29 6:58:52 AM	Pull in/Pul
99023	6054 Rodriguez, Raul	Route B	Enter	Thu 11/29 6:59:02 AM	Pull in/Pul
99023	6054 Rodriguez, Raul	Route B	Ignition: Off	Thu 11/29 6:59:13 AM	1251 Spri
99023	6054 Rodriguez, Raul	Route B	Ignition: On	Thu 11/29 6:05:36 AM	1251 Spri
99023	6054 Rodriguez, Raul	Route B	Exit	Thu 11/29 6:06:43 AM	Pull in/Pul
99023	6054 Rodriguez, Raul	Route B	Enter	Thu 11/29 6:15:25 AM	Dash 6 Le
99023	6054 Rodriguez, Raul	Route B	Exit	Thu 11/29 6:15:28 AM	Dash 6 Le
99023	6054 Rodriguez, Raul	Route B	Enter	Thu 11/29 7:12:16 AM	Dash 6 Le
99023	6054 Rodriguez, Raul	Route B	Exit	Thu 11/29 7:12:22 AM	Dash 6 Le
99023	6054 Rodriguez, Raul	Route B	Enter	Thu 11/29 7:12:54 AM	Pull in/Pul

Actual Stop Records:

For every stop on every route, the system logs arrival time, departure time, dwell time and riding time, per stop, and between stops. With APC installed, the stop times report will also show boardings and alightings at each stop during each trip.

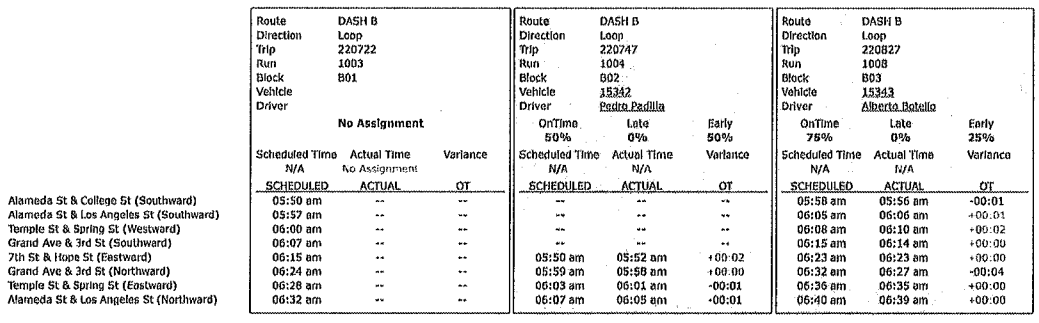


route: King East Clockwise — stop: [all]

No.	Stop Name	Arr	Dep	At	IA	BT	On	Off	Arr	Dep	At	IA	BT	On	Off
1	37th St. & Grand (Eastbound)	--	--	--	--	--	--	--	01:47P	01:48P	2m		2m		
2	Hill & 35th St	--	--	--	--	--	--	--	01:49P	01:49P	1m		1m		
3	Grand & Jefferson Blvd.	01:05P	01:05P	1m			3	1	01:50P	01:50P	1m	44m	1m		
4	Grand & 30th St.	01:06P	01:06P	1m		0m			01:50P	01:51P	1m	44m	1m		
5	Grand & 28th St.	01:07P	01:07P	1m		1m	0	1	01:51P	01:52P	2m	44m	0m	2	0
6	Adams & Grand Ave.	01:08P	01:08P	1m		1m	1	0	01:52P	01:53P	1m	44m	0m	0	1
7	Figueroa & Adams Blvd.	01:09P	01:10P	1m		1m	0	1	01:55P	01:56P	1m	45m	2m	3	0
8	23rd & Figueroa St.	01:11P	01:11P	1m		0m	1	0	01:57P	01:58P	2m	45m	1m		
9	23rd & Grand Ave.	01:14P	01:16P	2m		3m	1	1	01:59P	02:00P	2m	43m	1m	1	0
10	23rd & Broadway	01:16P	01:17P	1m		0m			02:01P	02:02P	2m	44m	0m		
11	23rd & Main St.	01:17P	01:18P	1m		0m			02:02P	02:02P	1m	44m	1m		
12	23rd & Maple Ave.	01:19P	01:20P	2m		1m	7	3	02:03P	02:05P	3m	43m	1m		

Daily Schedule Performance:

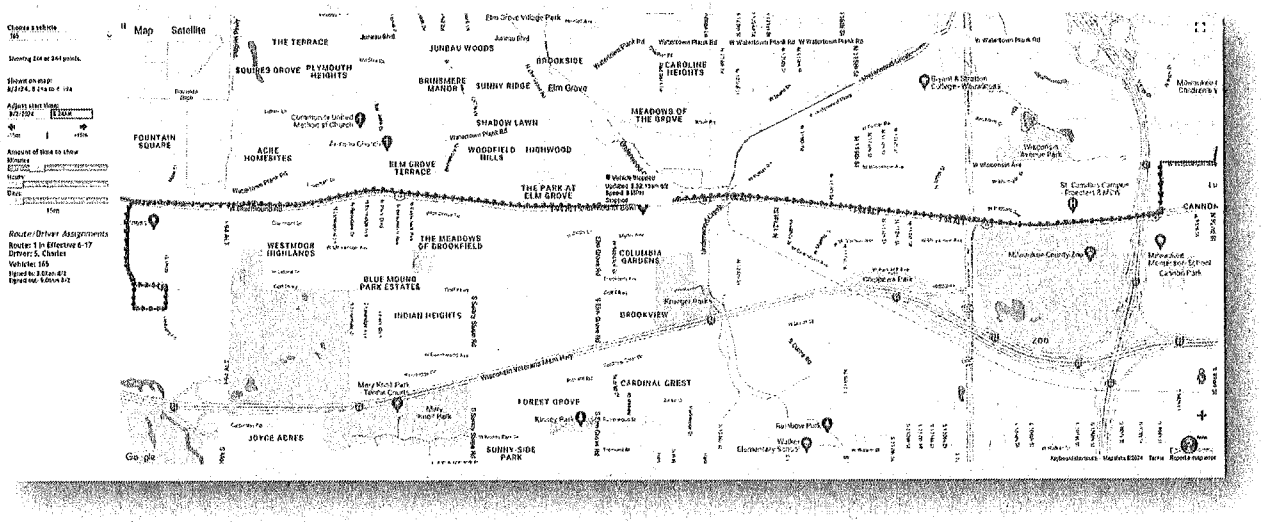
The Daily Schedule Performance report can be viewed at any time during the day, or it can be viewed for any day in the past and will give users an overview of every trip. Vertical columns representing trips will be color coded based on overall on-time performance, with individual stop times also color coded to show early or late status. Columns that appear white are used to indicate missed trips or no assignments.



	Route: DASH B Direction: Loop Trip: 220722 Run: 1003 Block: B01 Vehicle: Driver: **No Assignment** Scheduled Time: N/A Actual Time: No Assignment Variance:	Route: DASH B Direction: Loop Trip: 220747 Run: 1004 Block: B02 Vehicle: 15342 Driver: Pedro Padilla OnTime 50% / Late 0% / Early 50% Scheduled Time: N/A Actual Time: N/A Variance:	Route: DASH B Direction: Loop Trip: 220827 Run: 1008 Block: B03 Vehicle: 15343 Driver: Alberto Botello OnTime 75% / Late 0% / Early 25% Scheduled Time: N/A Actual Time: N/A Variance:
	SCHEDULED / ACTUAL / OT	SCHEDULED / ACTUAL / OT	SCHEDULED / ACTUAL / OT
Alameda St & College St (Southward)	05:50 am / -- / --	-- / -- / --	05:58 am / 05:56 am / -00:01
Alameda St & Los Angeles St (Southward)	05:57 am / -- / --	-- / -- / --	06:05 am / 06:06 am / +00:01
Temple St & Spring St (Westward)	06:00 am / -- / --	-- / -- / --	06:08 am / 06:10 am / +00:02
Grand Ave & 3rd St (Southward)	06:07 am / -- / --	-- / -- / --	06:15 am / 06:14 am / +00:00
7th St & Hope St (Eastward)	06:15 am / -- / --	05:50 am / 05:52 am / +00:02	06:23 am / 06:23 am / +00:00
Grand Ave & 3rd St (Northward)	06:24 am / -- / --	05:59 am / 05:58 am / +00:00	06:32 am / 06:27 am / -00:04
Temple St & Spring St (Eastward)	06:28 am / -- / --	06:03 am / 06:01 am / -00:01	06:36 am / 06:35 am / +00:00
Alameda St & Los Angeles St (Northward)	06:32 am / -- / --	06:07 am / 06:05 am / -00:01	06:40 am / 06:39 am / +00:00

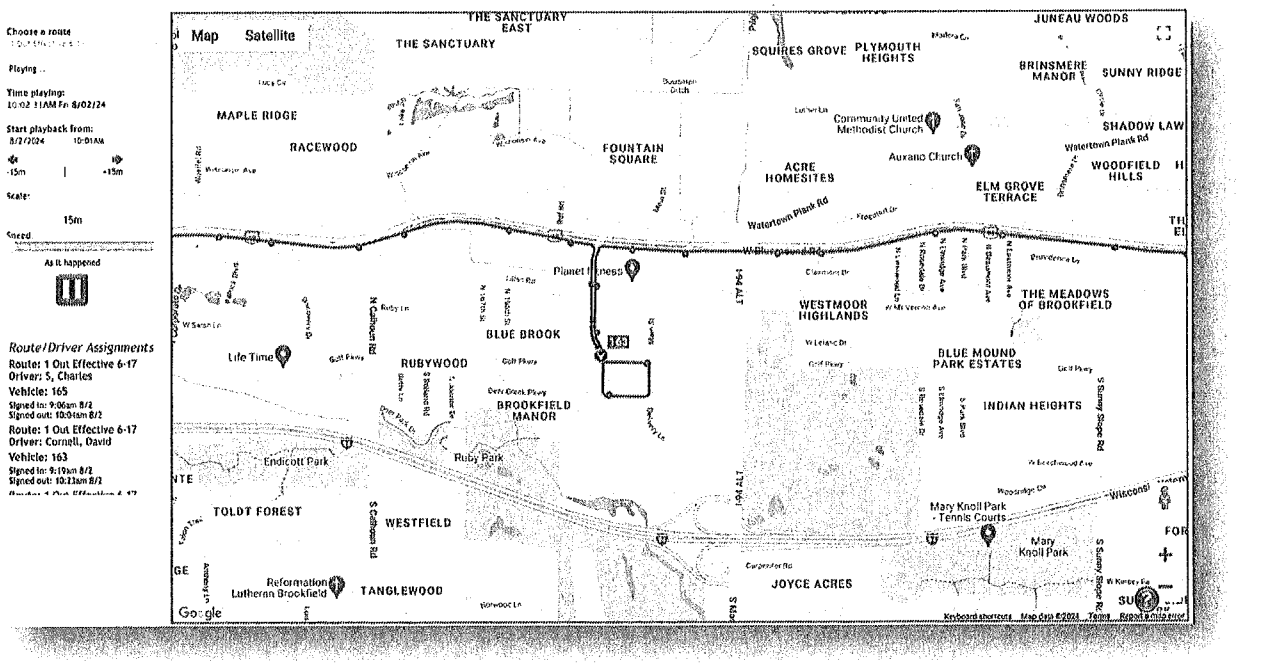
Breadcrumb Report

Use GMV's "Breadcrumbs" tool to view individual GPS points from a specific vehicle for a given period. This report also includes vehicle date, time, and speed.



Route Playback Report

The Route Playback report replays a vehicle's movements along a specified and to monitor service to stops.



3.2.8.3 Data Ownership

GMV will never claim ownership over the data generated by the ITS system. Your agency owns all data; we are just the good stewards of it.

- GMV stores and processes data for you as part of our turnkey hosted solution.
- If you need to download the data, GMV has a number of different raw data download mechanisms, including the route database, vehicle position history, stop time audit trail, etc. These are available via HTTP/web to make the access straightforward and available.
- GMV offers XML and JSON API endpoints for your staff and developers to access.
- At the end of the contract, GMV can provide a hard drive containing all relevant data for your agency to archive.

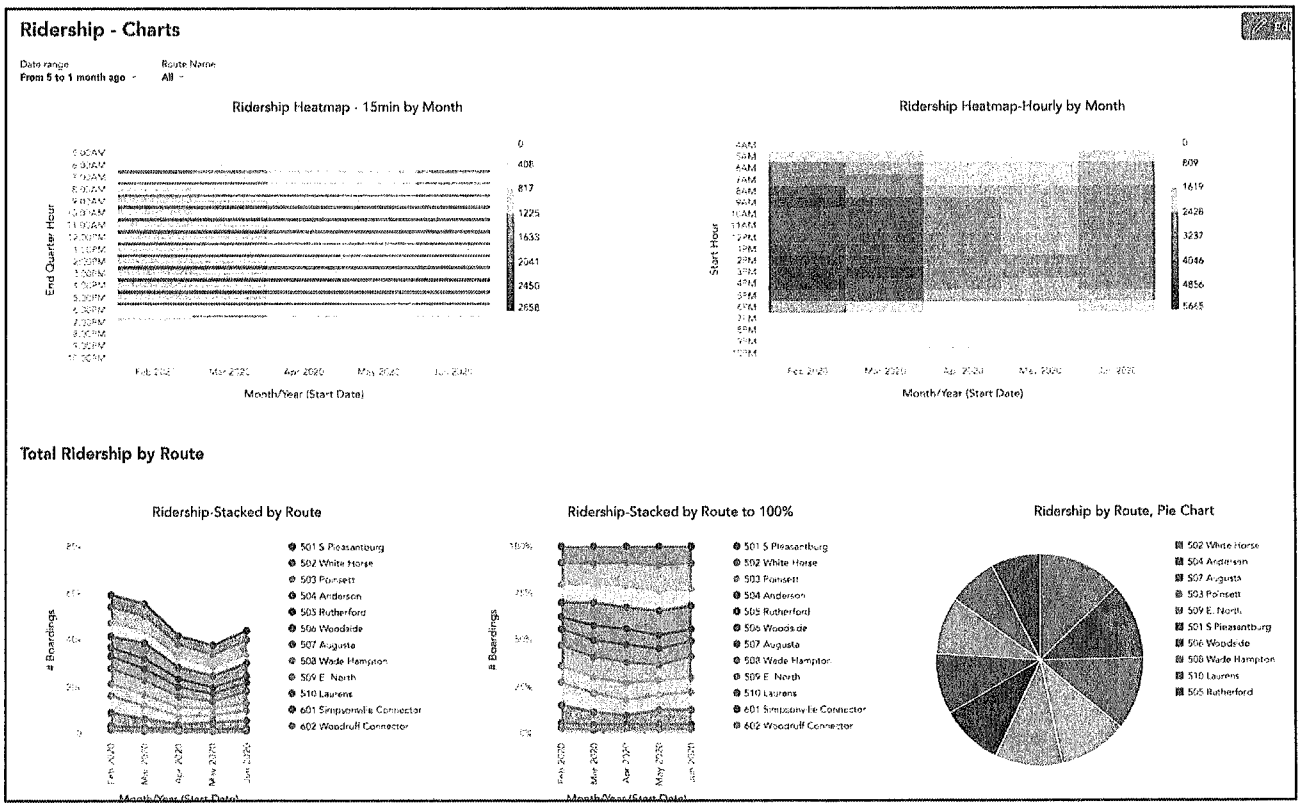
3.2.9 INSIGHTS BUILDER – CUSTOM REPORTS / BUSINESS INTELLIGENCE

GMV provides a fully integrated business intelligence platform to design custom reports and build custom dashboards for analysis of system data, report generation, and generating dashboards to monitor system performance.

Features:

- **INTERACTIVE REPORTING** with live filtering and drill down functions – click on any chart or data item to explore the data
- **COMPARISON** to prior periods allows a user to put data in context based on historical performance and trends. How many riders did we have last week, AND how does that compare to the same week last year?
- **CUSTOMIZABLE DASHBOARDS** allow users to generate their own graphical and tabular reports and dashboards using any data item within the database. Simply drag and drop data items into the dashboard to modify the layout and content, then save the dashboard for personal or agency wide use
- **AUTOMATIC REPORT DELIVERY** at daily, weekly, or monthly intervals ensures that the right people see the right reports at the right time
- **RICH DATA VISUALIZATION** on maps, charts, and tables enables clients to interpret meaningful results from large data sets

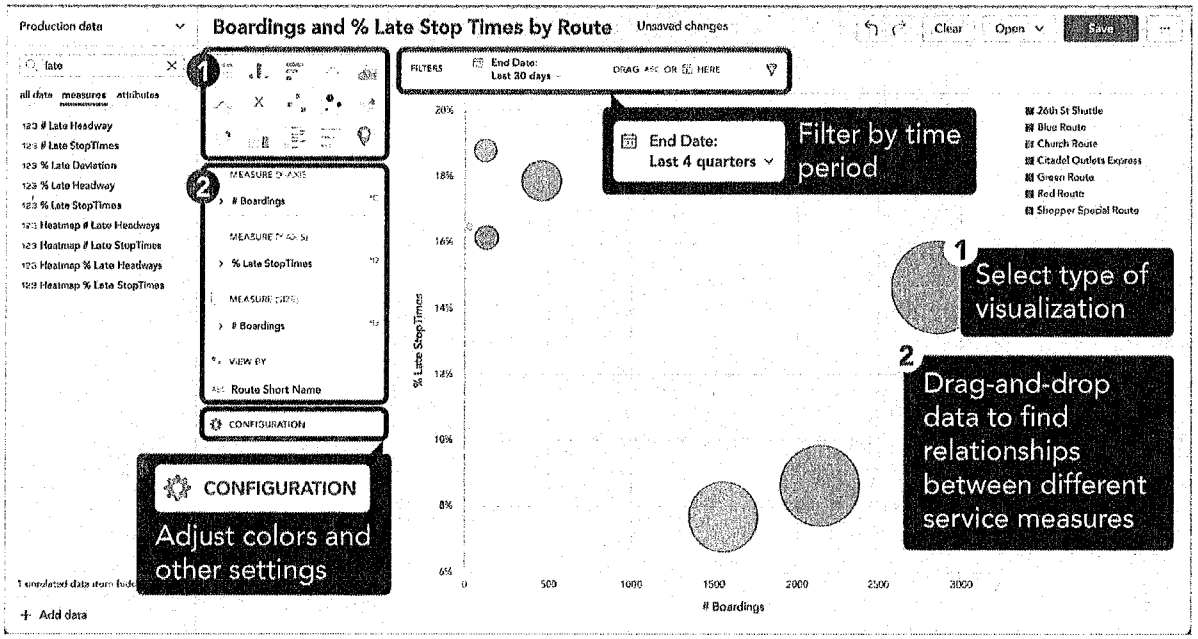
Sample Ridership Dashboard Composed of Five Custom Data Visualizations:

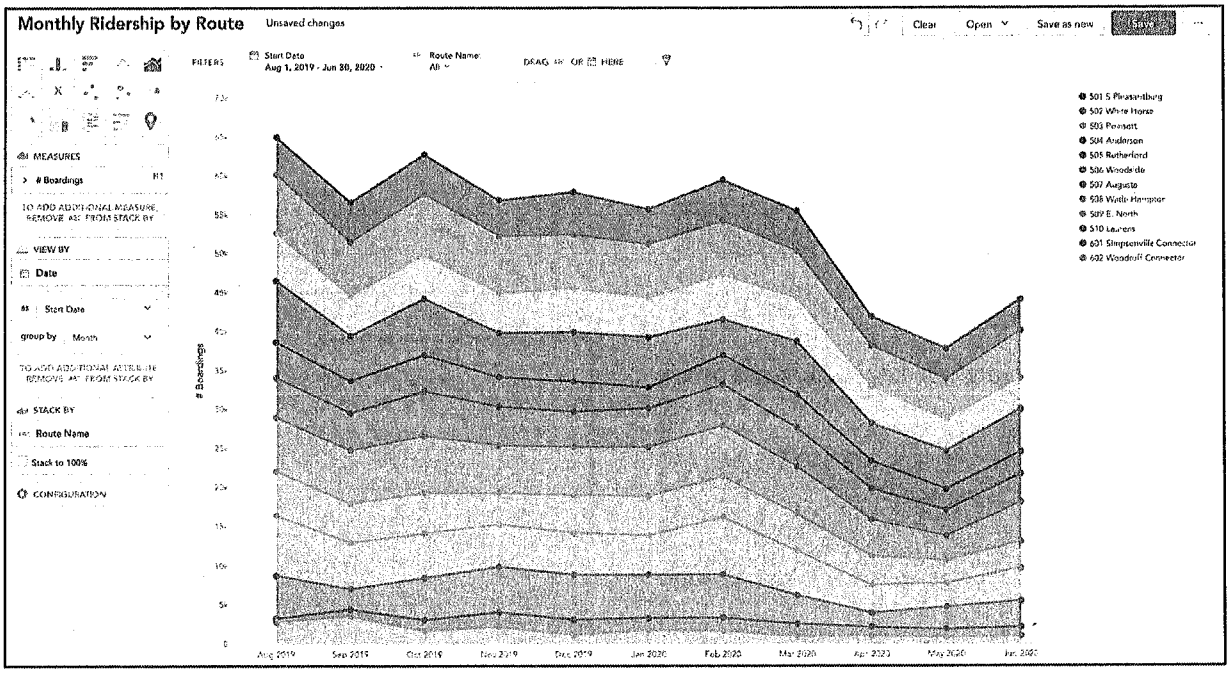


3.2.9.1 How Does Insights Builder Work?

Here's a tour of the Insights Builder workspace and core functions:

And follow these steps to create and customize your data visualizations:



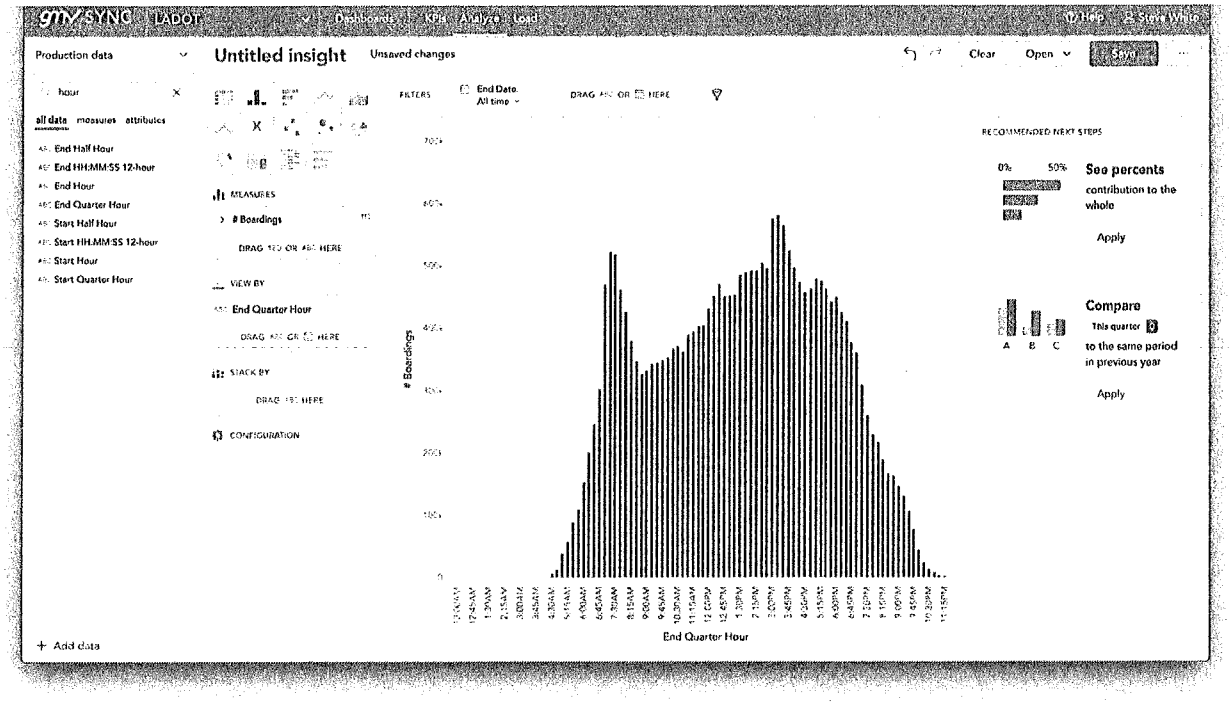


This chart shows total ridership each month, broken out by each route. The overall drop in March/April 2020 is due to COVID-19, and ridership shows some rebounding in June 2020.

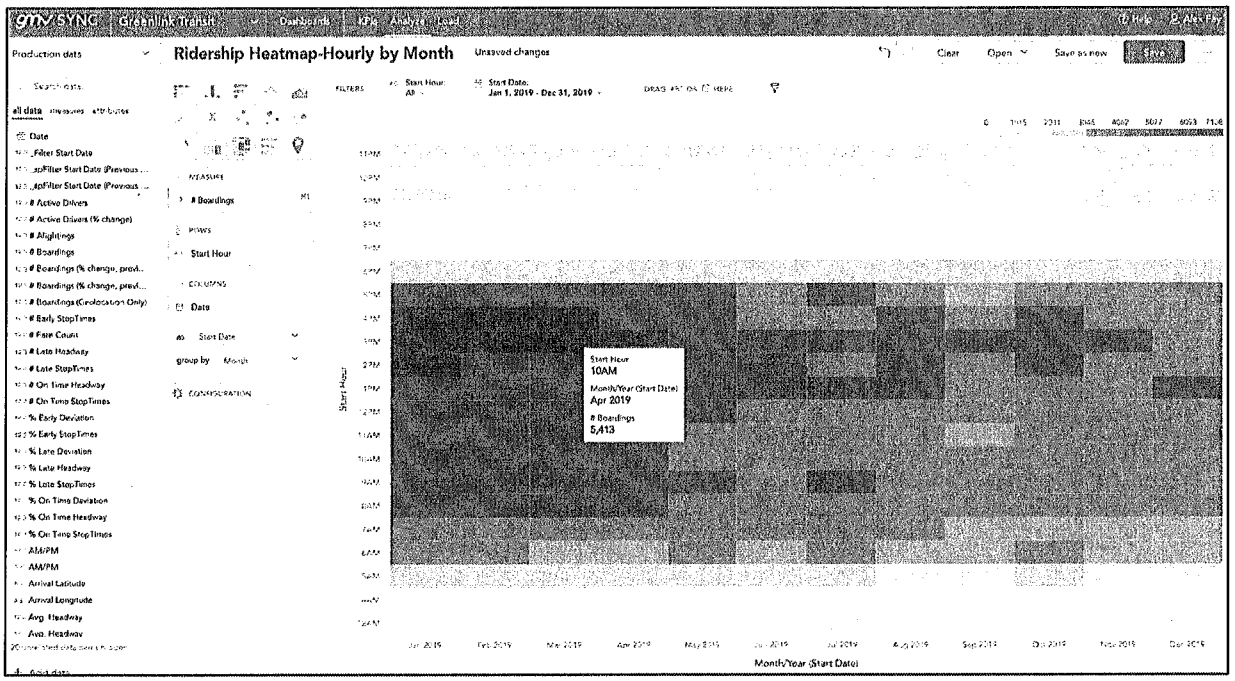
This interactive report can be filtered by each route, set custom dates, or viewed alongside other performance metrics.

Sample reports generated with Insights Builder are provided on the following page.

Ridership in 15-minute increments (can be filtered by route as well)



Ridership Heatmap – what are the busiest times of day and days of the week?



3.2.10 REMIX SCHEDULING SOFTWARE

Company Overview

Founded in 2014, Remix has over 11 years of experience as the most advanced fixed route and on-demand transportation planning and scheduling and street design software on the market. Our platform brings together five powerful modules — Transit Planning, On-Demand Planning, Scheduling, Daily Operations, and Streets — to connect the full transportation lifecycle, from long-range planning and public engagement to street design, bus and operator scheduling, and day-of-operations management, all within a single, intuitive, and collaborative environment.

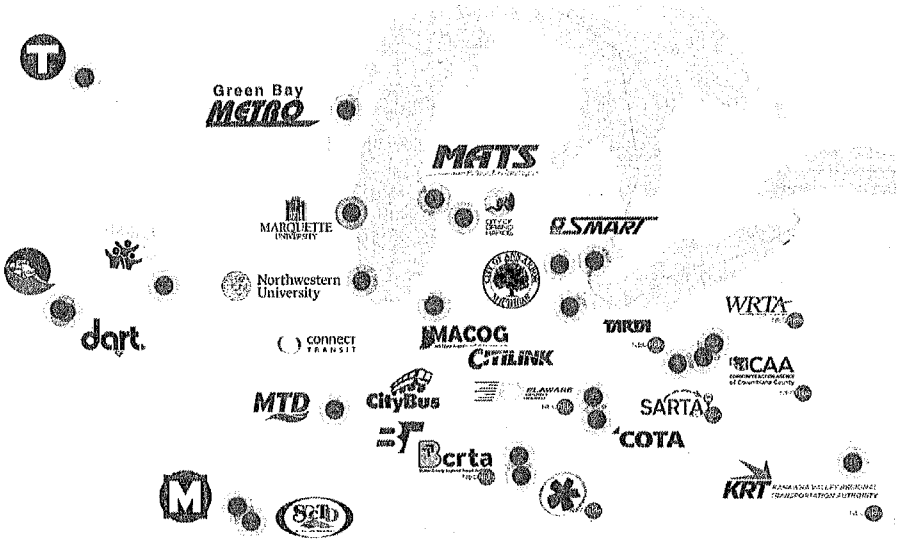
In 2021, Remix was acquired by Via, the world's leading developer of end-to-end TransitTech solutions, including software that powers microtransit, paratransit, non-emergency medical transportation, electric vehicle EV charge management, and more. Via maintains 10 offices in the US and worldwide, including our headquarters in New York City. As part of the Via family of TransitTech solutions, **Remix is supported by a global team of over 1,500 that includes 500 software engineers, product managers, and data scientists** with deep experience in advanced algorithms, data science, artificial intelligence, machine learning, digital mapping, database architecture, product management, and user experience. These resources have allowed Remix to further increase the pace of updates and new feature development — including the launch of On-demand Planning in 2022, which provides the first transit planning software for on-demand and other flexible mobility services.

Our suite of user-friendly tools is used **by hundreds of cities, transit authorities, and agencies** around the world to design their transit and street networks, quantify the community impact of potential changes, communicate planned changes to the public, and seamlessly transform their plans into bus and operator schedules.

Remix in the Midwest

Remix brings **more than 11 years of experience** partnering with transit agencies across the Midwest on service planning initiatives across a variety of size, complexity, and operational contexts. These partnerships span urban, suburban, and mixed-density service areas and support a wide range of planning activities, including route design, service optimization, equity analysis, and long-range network planning.

In the Midwest, Remix maintains active partnerships with agencies such as the Greater Dayton Regional Transit Authority GDRTA, the City of Columbus, Canton's Stark Area Regional Transit Authority SARTA, Metro Transit in Madison, and the Duluth Transit Authority DTA, among others. Through this regional experience, Remix has developed a strong understanding of Midwestern operating environments, seasonal service considerations, and data-driven planning approaches that enable agencies to make informed, locally appropriate service decisions.



Work Activities

Remix's implementation process is designed to be straightforward and easy for Metro Ride. Metro Ride's dedicated Project Team will collaborate with the City's stakeholders to understand goals, priorities, challenges, and opportunities, and meet with staff using the platform day-to-day to ensure the system fits seamlessly into existing workflows.

Simultaneously, Remix will handle loading and review of all relevant datasets into Remix. Remix Project Manager, Josh Panter, and Remix Scheduling Specialist, Ben Lykins, will guide the team through a simple onboarding process, including an interactive introductory process followed by flexible, ad-hoc training and support as needed.

Phase 1 Integration

The Remix team will manage the upload or creation of data for current services on Metro Ride's behalf: during the configuration stage, the City's existing data and schedule will be ingested into the Remix platform — ensuring Metro Ride's existing network is populated and ready to use from day one. This includes all of the City's current route plans, trip patterns, branch programming, and custom-drawn shape files for station and stop service. Remix also comes pre-loaded with key open datasets, such as U.S. Census and other standard geographic layers, allowing Metro Ride staff to immediately analyze service alongside demographic and spatial context.

Phase 2 Pilot and Training

The Remix team will train all relevant staff in system usage, leveraging both live virtual and in-person training sessions for different aspects of the Remix solution. Having conducted this onboarding process for hundreds of agencies, we have developed our training to be highly interactive and responsive to customers' needs. The Remix Project Team is committed to providing Metro Ride with a smooth transition to the Remix platform, and will be available to address questions and offer clarifications throughout the training process and beyond.

Phase 3 Post-Launch Support

Following implementation, Metro Ride will enter a **90-day hypercare period** that includes enhanced system monitoring, priority access to Remix subject-matter experts, and proactive check-ins from Josh Panter, Metro Ride's assigned Remix Project Manager. This focused support period ensures a smooth transition to live operations and rapid resolution of any issues that arise post-launch.

During and after hypercare, Metro Ride staff will receive ongoing guidance from Josh Panter and Remix Scheduling Specialist Ben Lykins through recurring system performance reviews. These sessions ensure the system continues to meet Metro Ride's operational needs and that any necessary adjustments are implemented promptly. In addition, Metro Ride will have continuous access to Zendesk support through the Remix customer support portal, live training via the Remix Learning Hub, and on-demand resources — including webinars, support articles, and video training — available through the Remix Help Site and video training hub, Remix Atlas.

Deliverables

SERVICE DESIGN SOFTWARE

Remix is a comprehensive, cloud-based platform purpose-built to help agencies like Metro Ride **design, optimize, and operate efficient fixed-route transit networks with minimal manual effort**. Through an intuitive, easy-to-use user interface and smart automations, **Remix Transit Planning** allows staff to create routes and schedules, import census data, and analyze service performance. By consolidating planning, analysis, and service configuration in one platform, Remix helps reduce administrative effort and simplifies routine planning workflows.

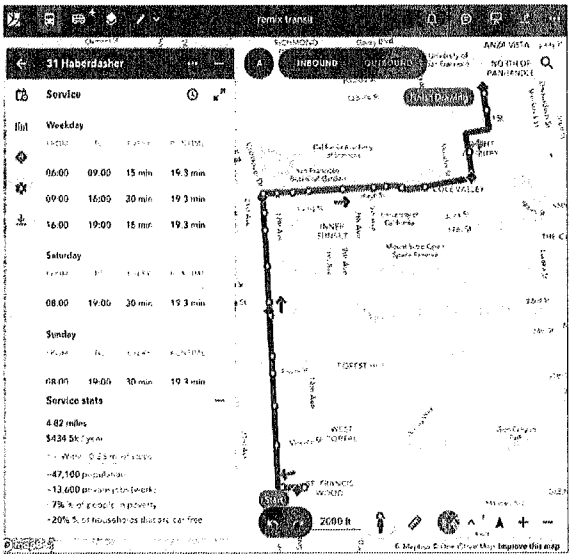
Remix Transit Planning is also **uniquely the only planning platform that incorporates demand-response planning** tools in our fixed-route service design platform, enabling agencies to evaluate service holistically across modes within a single environment.

Additionally, Remix empowers Metro Ride with **advanced impact and accessibility analysis tools** — including our travel-time isochrone tool **Jane**, which allows Metro Ride to understand how service changes affect access to jobs, services, and community assets across time and geography — along with **built-in presentation and sharing tools** that make it easy to communicate plans with other planners, stakeholders, and the public and gather feedback. These capabilities equip Metro Ride staff to clearly visualize service scenarios,

build consensus around service decisions, and implement service designs that best optimize resources and deliver meaningful improvements for riders in the City of Wausau.

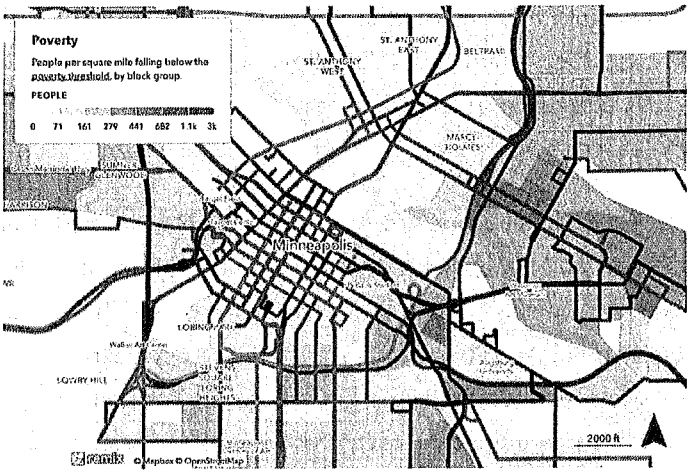
Route Building

Remix provides industry-leading capabilities for **data-driven service design**, route creation, and equity analysis — enabling agencies to quickly evaluate anything from a single route adjustment to a full, multi-modal network redesign. Staff can create and edit route geometry using intuitive drag-and-drop tools that **automatically snap to the existing street network**, defining routes as sets of points, patterns, and stops. Remix ensures Metro Ride's service infrastructure — including the bus stop network — is accurately represented in the system, ensuring parity with the City's real-world operations. With each route iteration, planners can layer, visualize, and analyze **census data and other GIS datasets** directly within the platform, enabling detailed demographic and equity analysis alongside service changes.



Our comprehensive pattern, service period, and timetable editing capabilities, allow Metro Ride to easily define multiple route patterns, run times by day or time, set up seasonal services, diversions or special events, or test alternatives with minimal manual effort. With each of these changes, Remix gives users the tools to analyze demographic data, conduct detailed equity analysis, and estimate costing based on revenue hours, distance, or vehicle counts.

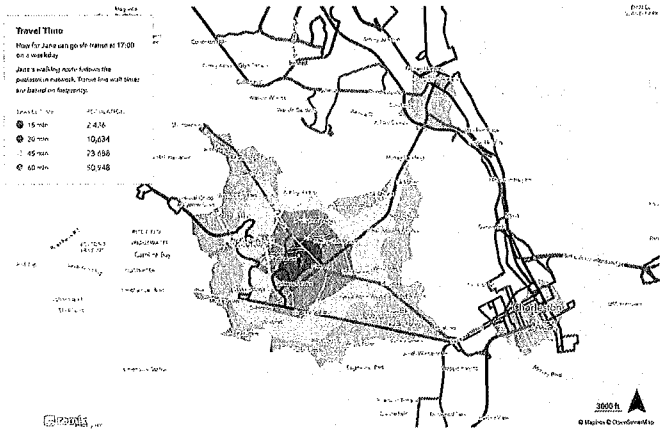
Service Analysis



Remix tightly integrates route performance analysis into the service design workflow, ensuring that planning decisions are informed by observed service outcomes. The platform brings together critical datasets from disparate sources, including pre-loaded **U.S. Census** and American Community Survey data, into a unified view so planners can understand existing conditions and gain insights across many demographic parameters. In addition to demographic and land-use data, Remix enables planners to **visualize operational datasets** such as **ridership by stop** and **productivity by route**, allowing service performance to be evaluated with real street geometry. Data can be visualized as layers on the map, or as a tabular view, enabling planners to understand the relationship between multiple demographic dimensions at once, including age, disability, minority, poverty, employment, single-car or car-free households, stop-level ridership patterns, and route-level productivity metrics. Remix is the only transportation software specifically designed to help professionals integrate spatial analysis — including network analysis and equity analysis — into all workflows. Remix champions open data standards, with the ability to export data from Remix as open data (e.g., GTFS , to flow into your other software. This GTFS export can be published as a URL so that Metro Ride's other systems automatically update when planners make service changes.

Accessibility Analysis Tools

Remix's **accessibility analysis tool, Jane**, allows Metro Ride planners to easily measure how well a transit system connects people to essential destinations. By dropping Jane at any location on the map, planners can instantly see what residents can reach within a given time limit using selected modes (walking, transit, on demand).



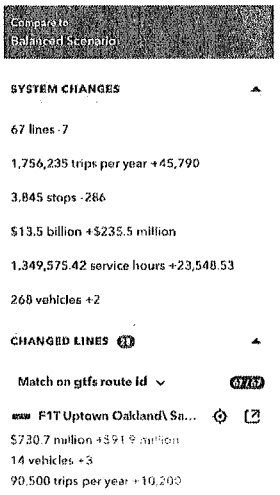
Jane calculates and visualizes key accessibility stats, such as the number of jobs, healthcare facilities, or schools that are reachable from that location within 20, 30, or 45 minutes. The analysis can be customized

by time of day and day of week to reflect real service schedules, helping planners identify areas with poor connectivity and understand the equity impacts of its transit network. The Jane tool can also be embedded on customer-facing websites, allowing the public to explore transit accessibility from their own neighborhoods and better understand how a transport network would allow them to access their community, jobs, and other services.

The **Network Jane tool facilitates transit network design and route optimization** by analyzing travel demand patterns and suggesting optimal route configurations. While Jane measures existing accessibility, Network Jane helps planners identify where new routes should be placed and how entire networks can be restructured to better serve actual travel flows between origins and destinations. The tool analyzes population density, employment centers, and trip patterns to recommend network designs that maximize ridership and coverage. Planners can test different network scenarios — as with our **Title VI engine** that compares two Remix network designs and calculates the impact of proposed service changes on low-income and minority populations — compare route alternatives, and optimize their entire system layout to create more efficient connections that align with how people actually want to travel.

Seamless Scenario Comparison

Remix provides a number of easy mechanisms for comparing distinct scenarios. Our software allows planners to duplicate a given line to edit it and adjust variables such as service period and frequencies, or duplicate whole projects and change variables at the network level. The impact of changes to route geometry are easy to understand with our service statistics about the population served by a route, and tools like Jane and Network Jane to visualize journey-time impacts pertaining to demographic data. Additionally, Remix enables quick and straightforward costing and resource estimates for each line based on revenue hours, total distance traveled, or vehicle counts, while providing the option to filter by vehicle type or operator.



DRIVER SCHEDULING SOFTWARE

Remix Scheduling is a best-in-class fixed-route scheduling module, **natively integrated with Remix Transit Planning**, that equips schedulers with **smart automations to create, update, and track all vehicle schedules and driver assignments**. Developed in close collaboration with transit agencies across the United States, the system reflects real-world operating practices and day-to-day scheduling workflows. Service designs — including routes, stops, timepoints, calendars, and frequencies — flow directly from Remix Planning into Scheduling, automatically reflecting route geometry and service attributes and enabling Metro Ride to generate vehicle and driver schedules without the need for manual data re-entry. Combining **powerful algorithms with user-friendly controls**, schedulers can create and update vehicle assignments, vehicle runs, and driver assignments through a single digital workflow, eliminating reliance on paper-based processes and simplifying workloads for Metro Ride staff. For drivers, Remix supports clear schedules and a structured bidding and assignment process, while finalized **scheduling data flows directly into Metro Ride's CAD/AVL environment** through Remix's integration with GMV, minimizing manual effort and supporting efficient daily operations.

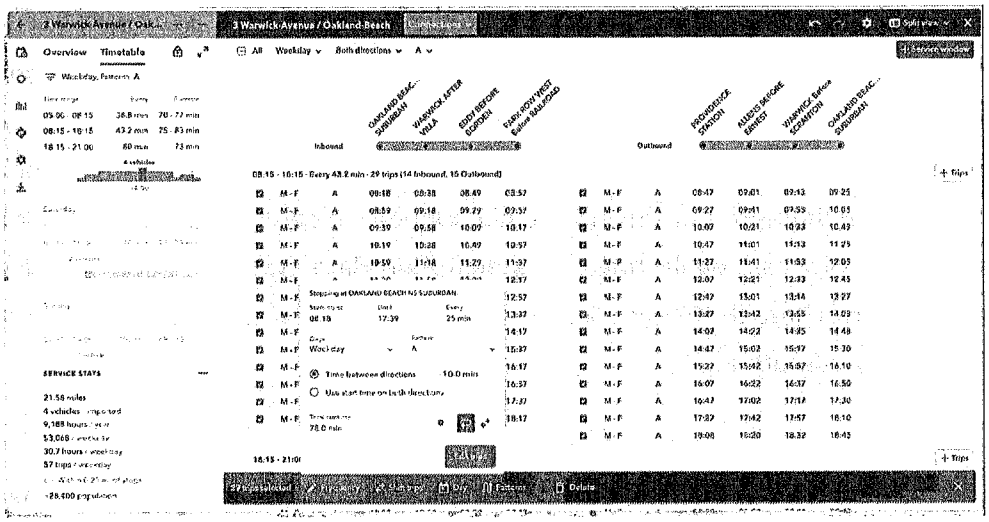
Smart Timetables

Remix Timetables support trip building based on day or time parameters, enabling the creation of separate trip types within a single schedule signup, with the ability to block trips independently to meet Metro Ride's specific operational needs. **Remix Timetables feature a number of smart features and automations that minimize the amount of manual labor required to build trip schedules**, including:

- **Bulk Trip Editing:** Modify patterns, day types, and headways in bulk directly from the timetable, and develop alternating headways for complex services.
- **Enhanced Service Summaries:** Access detailed insights into service performance, including running time ranges, vehicle charts, and trip counts, at a glance.
- **Anchor Timepoints:** Build timetables around key points along the route, such as transit centers or transfer points.
- **Timed Connections:** Analyze and improve transfers between any route in its system and region, with Remix automatically detecting nearby transfer points and seamlessly combining schedules for multiple routes.
- **Runtimes Engine:** Automatically build a route's schedule using running times from other

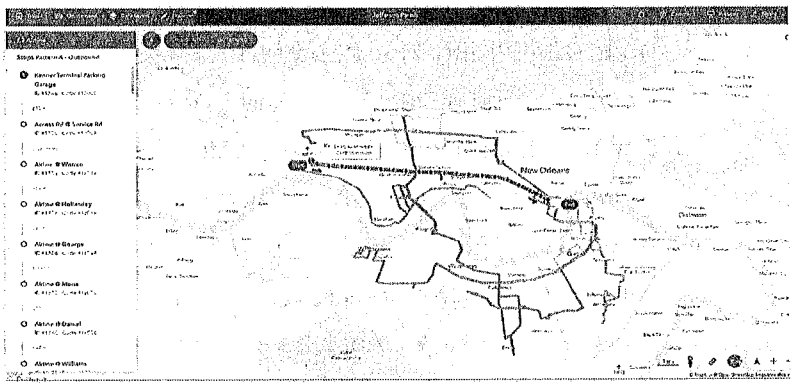
routes on shared corridors where the bus has previously run. Remix's **Runtime Analyzer** provides a visual comparison between actual runtimes from AVL systems to the scheduled times, enabling easy identification of opportunities for schedule improvements, such as consistent delays or early departures.

- **Undo / Redo Function:** Easily correct and adjust timetable edits.
- **Remix Calendaring:** Create multiple service periods for seasonal services, special events, or temporary disruptions with Remix's Calendaring feature.



Remix Calendaring allows agencies to centralize and manage unique schedules in one place, ensuring that riders have access to accurate data

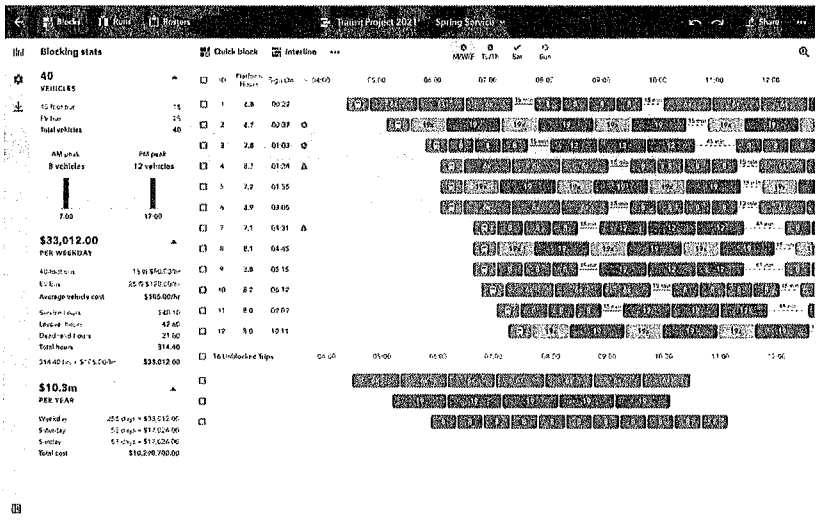
Routing



Remix Scheduling includes scheduling and routing capabilities for the variety of routes, days, and times within an agency's services. Our GTFS import feature **analyzes and automatically breaks down run times** during different periods and between time points on each route. Users are also able to measure and visualize average moving speeds on vehicles based on their scheduled timetables during different times of the day by route.

Block Building

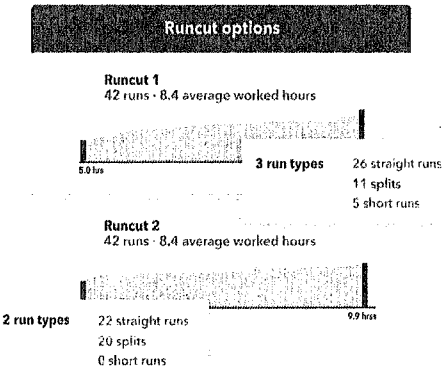
Remix Scheduling automatically finds the most efficient way to assign trips to individual vehicles, creating blocks, taking into account vehicle information and route and map information



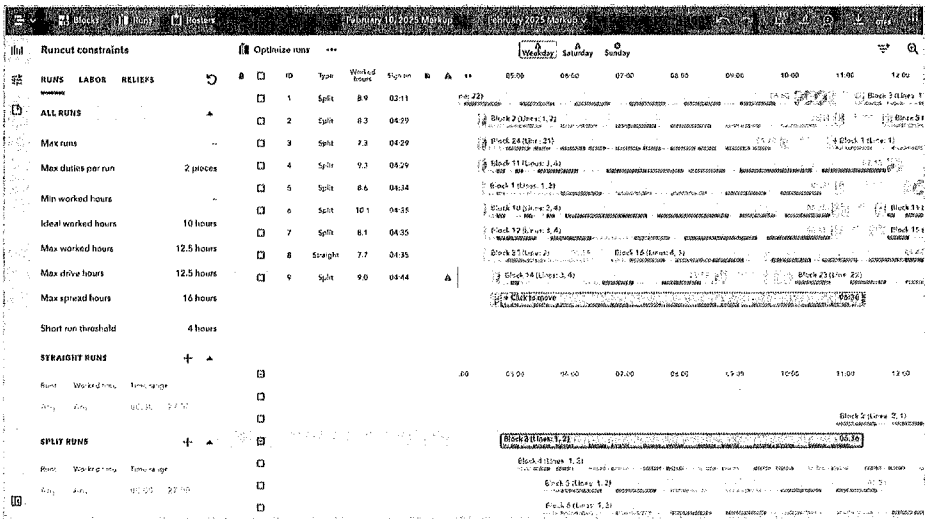
configured in Remix Transit Planning. The system intelligently assigns trips to vehicles to identify the most efficient blocks. Schedulers are able to define system constraints with clear and easy-to-configure parameters, including ideal platform hours, deadhead windows, interlining rules, vehicle types, and cost models. Trips automatically flow from timetables to Remix Scheduling, and planners can easily adjust these assignments by moving either individual or groups of trips between blocks with a simple drag-and-drop functionality. The system accounts for real-world logistics like travel time between routes and allows planners to set custom deadhead windows for different times of day. For each block assignment, Remix calculates comprehensive metrics including platform time and mileage, revenue time, layover time, recovery time, deadhead time, and deadhead mileage. Once all trips are organized into blocks, the system automatically determines how many vehicles are needed for each hour of service and provides total fleet requirements for the entire operation.

Run-Cutting

Remix's smart automations efficiently find the best ways to divide vehicle blocks into driver runs. Remix's Runcut Generator simulates hundreds of thousands of run combinations and parameter variations to find the best driver runcut options — taking into account configurable system inputs, such as layover time, number of drivers, and total platform cost. Schedulers can then view the tradeoffs between these possible runcuts in the Runcut Viewer, with detailed scenario summaries that include run length, layover time, overtime, peak bus count, and total cost, enabling easy side-by-side comparison. This allows Metro Ride to create multiple runcut scenarios within a single schedule period and evaluate which best aligns with the agency's service goals.

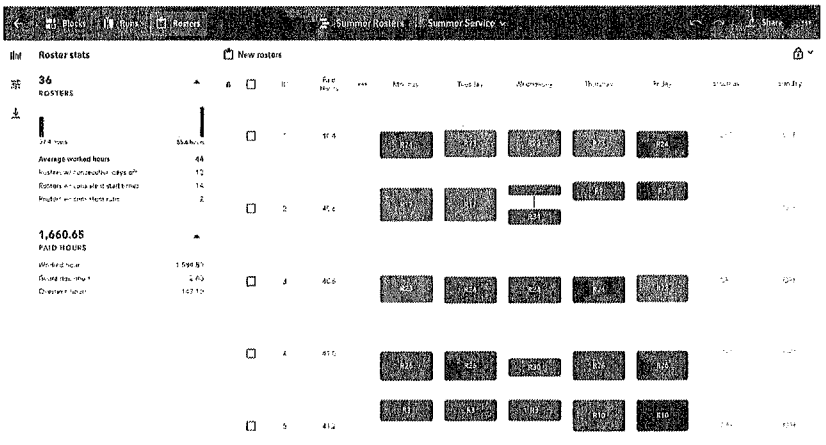


Once the operator run-cuts have been recreated, Remix will automatically calculate stats for each run, such as paid hours and worked hours, as well as overall runcut stats, including number of straight vs. split vs. short runs, direct reliefs, relief vehicle requirements, and total paid hours. Warnings clearly flag any violations of established CBA rules or management-configured parameters, including work hours, relief vehicles, maximum runs, and labor rules such as meal break requirements, relief time, or paid travel time at the start or end of runs.



Rostering

Our scheduling interface generates a weekly package of shifts for each individual driver — or a **roster-style schedule** — which is able to be configured with agency-set preferences, such as hour requirements, maximum days worked, hours of rest between work days, run consistency, start time consistency, and days off consistency. Rostering will display start and end times, days off, run assignments, and type of work assignment. Users are also able to manually adjust each roster, set custom rosters, lock rosters, and regenerate rosters for leftover work if manual changes were made. Remix Scheduling provides the number of paid hours on each roster and provides a visual on the number of work hours per roster, system paid hours, overtime, and guarantees. Rostered work can be developed based on start time, total weekly pay, and/or full day's work.



Day-of-Operations Management

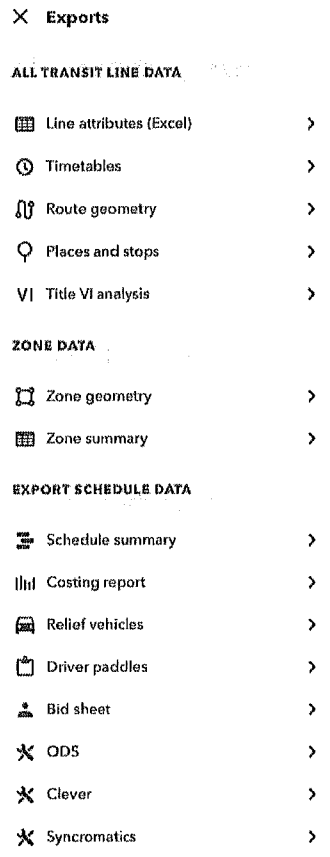
Remix's Day-of-Operations module is designed to streamline day-of transit operations, from bid management to daily planning, and bring planned schedules into the real world. This tool **enables Metro Ride staff to adapt, optimize, and excel in day-to-day operations**, and ensure driver assignments, vehicle blocks, and daily adjustments always remain consistent with configured scheduling parameters. Integrating seamlessly with Remix Scheduling, staff can quickly adjust assignments when drivers are sick, on scheduled leave, or unavailable using a centralized database of drivers and vehicles — without disrupting service. Metro Ride staff can:

- **Easily manage the driver bid process** through an intuitive interface that automatically applies roster updates, validates active drivers, and maintains a historical record of bid selections — streamlining daily assignments and reducing manual effort through real-time error detection.
- **Create flexible bid period assignments** with automated tools that assign bid periods to defined date ranges, enabling Metro Ride to easily adapt service and staffing plans as operational needs change.
- **Streamline daily planning and vehicle assignment** with a tool that generates daily schedules from assigned bid periods, optimizes vehicle-to-block assignments, and quickly reassigns vehicles when taken out of service.
- **Simplify driver shift allocation** with tools that autopopulate shifts directly from approved rosters, assign drivers to daily plans without manual entry, and continuously validate active drivers and vehicles — surfacing errors in real time to keep daily operations accurate and efficient.
- **Automatically generate and deliver individualized driver schedules** in PDF format via email.
- **Quickly respond to day-of operational events** with a dynamic system that manages call-outs, vacations, and vehicle breakdowns in real time, enables seamless driver or vehicle swaps during the day, maintains a historical record of daily operations for reporting and improvement, and proactively flags assignments that violate labor rules to ensure compliance.
- **Transform daily operations into actionable insights** with automated reporting that summarizes outcomes of daily plans, supports continuous efficiency improvements, and accurately tracks historical operator worked hours for payroll management.
- **Store and manage comprehensive driver information details** in a centralized system, including driver ID, name, seniority, phone number, email address, preferred contact method, CDL status, and medical and license expiration dates.

Data Sharing & Reporting

Remix Scheduling module offers **robust data sharing and reporting tools,** designed to support easy and independent custom analysis and long-term planning. Schedules, blocks, runs, and rosters are able to be exported in open formats — such as GTFS, Excel, CSV, PDF, or JSON — on a **daily or on-demand basis**, minimizing manual handling and enabling Metro Ride to perform detailed operational, payroll, and performance reporting. A representative selection of available exports includes:

- **Scheduling Data Export**, which provides a high-level summary of scheduling details; route-level statistics; block details; a breakdown of individual runs; a summary of all rosters; visual representations of blocks and runs; relief vehicle assignments; and timetables annotated with block and run data.
- **Line Attributes Export**, which provides planning-side insights into routes before scheduling such as: a summary of the system; system-wide demographic statistics; detailed stop-level information; and a complete operational summary of each route.
- **Places and Stops Export**, which provides detailed stop-level data, such as stop ID, latitude and longitude, wheelchair/ADA compliance, parent station information, etc.
- **Driver Paddles Export**, which provides operator schedules and shift breakdowns, including break times, total work hours, number of buses used, and step-by-step shift details.
- **Bid Sheet Export**, which lists all available rosters for bidding, includes space for operators to sign up, and is formatted for easy printing & posting in break rooms.



Remix Testing and Acceptance Plan

Testing and acceptance for **Remix Planning and Scheduling** follows a simple, step-by-step process to ensure the system is fully configured, validated, and

operationally ready for Metro Ride prior to go-live. Remix's existing, production-tested integration with CAD/AVL system, GMV, means much of the integration testing has already undergone **rigorous QA testing**, eliminating integration risk and accelerating the overall QA process. The Remix Project Team will support Metro Ride staff every step of the way to iteratively test configurations, validate workflows, and confirm outputs, with formal acceptance based on successful phase completion and Metro Ride approval.

1. Configuration & Design Validation
   - Remix Planning and Scheduling are configured based on Metro Ride's service definitions, scheduling rules, and operational requirements.
   - Metro Ride staff review routes, timetables, blocking parameters, run-cut rules, and rostering logic within dedicated test projects to confirm accuracy and alignment.
   - Remix conducts internal QA, and the phase concludes with a joint review to confirm configurations are complete and ready for operational testing.
2. Operational Testing & Iteration
   - Metro Ride staff perform hands-on testing of end-to-end workflows, including service edits, blocking, run-cut generation, rostering, and reporting.
   - Iterative testing allows staff to validate outputs, identify adjustments, and confirm workflows reflect day-to-day operations.
   - Remix will provide ongoing QA and will incorporate feedback in real time, ensuring issues are addressed before final acceptance.
3. Acceptance & Go-Live Readiness
   - Final acceptance focuses on confirming system stability, data accuracy, and staff readiness.
   - Metro Ride validates that Planning and Scheduling outputs meet requirements and that users can independently execute required tasks.
   - Upon Metro Ride's approval, the system will be accepted for production use and prepared for go-live, with ongoing monitoring and support in place to ensure continuity.

Remix Maintenance Plan

Remix software is updated at no cost as new features, upgrades, and versions become available. System updates and maintenance to Remix's cloud-based software are made continually with no interruption or downtime for the City. There is no requirement for Metro Ride to manually upgrade or install a new version of Remix's software, as we apply a Continuous Integration / Continuous Development CI/CD approach to software updates, ensuring that the software remains available during these updates. When updates are launched that will impact Metro Ride's workflows, we will provide additional training to ensure that Metro Ride staff are prepared to take advantage of new features.

Operations and Administration Manual

Operations and Administration support materials for Remix Planning and Scheduling are accessible at any time through the Remix Help Center, Remix's centralized knowledge base for system operations.

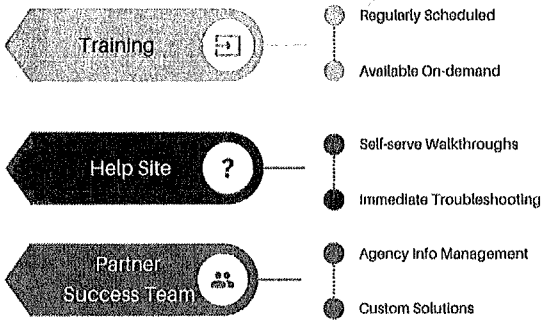
Remix Warranty Documentation

Access to Remix's Software-as-a-Service SaaS platform is purchased by subscription. Our SaaS solution grants partners access to a cloud-based suite of software. The back-end software that powers these applications does not need to be installed or updated on individual computers. Remix updates and maintains the software with no components provided by third party suppliers, and partners are not required to install updates or pay separately for maintenance. Because Remix proposes to deliver our solution on a Software-as-a-Service basis rather than as a license for a software product, **we will warrant the labor and delivery of our services for the entire term of our agreement**.

Remix Licenses and Agreements

Remix is provided under Via's standard Remix Terms and Conditions, which govern the licensing, access, and use of the Remix Planning and Scheduling platform. The full Remix Terms and Conditions are publicly available at the following link: Remix Standard Terms and Conditions

Contact Information for Remix Service Needs



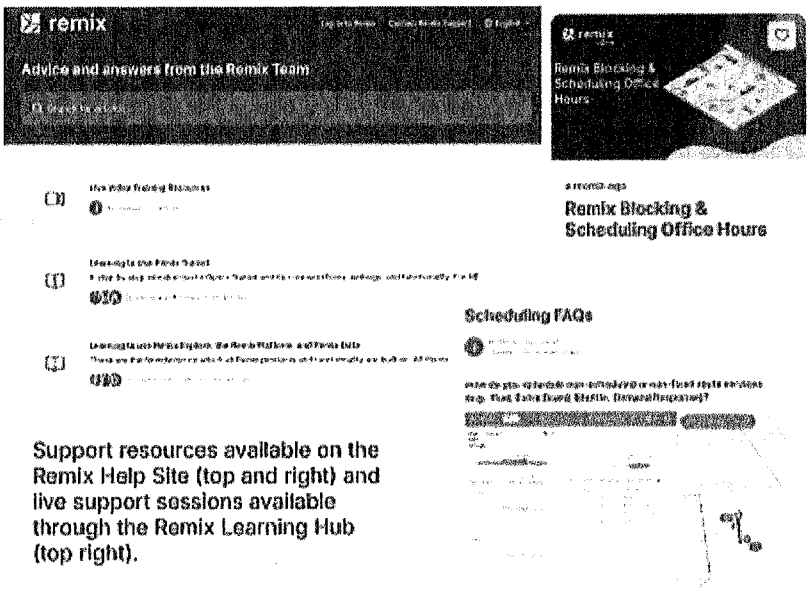
Metro Ride will have access to multiple, clearly defined support channels for Remix Planning and Scheduling. Day-to-day questions and workflow guidance are supported through the **Remix Help Center**, a 24/7 online knowledge base that serves as the primary operational reference and includes step-by-step articles, videos, recorded webinars, and administrative guidance. For urgent or system-critical issues, Metro Ride will have immediate access to Via's 24/7/365 Network Operations Center NOC , which responds to emergency tickets and proactively monitors system performance and integrations to identify and resolve issues before they impact service.

In addition, Metro Ride will have direct access to ongoing training and partner support, including live virtual training sessions, the Remix Learning Hub's on-demand training library and an in-platform support form for submitting product questions and requests. Together, these resources ensure Metro Ride always knows who to contact — whether for urgent issues, operational questions, or continued learning.

TRAINING AND TECHNICAL SUPPORT

Training is a central pillar of our implementation process. Onboarding will include both live virtual and in-person sessions led by Via's Project Manager, Josh Panter, with Remix Scheduling Specialist, Ben Lykins, focusing on hands-on training in Remix's scheduling tools. All sessions will be recorded and made available on demand for future reference. In addition, Metro Ride will have 24/7 access to **Remix Atlas**, Via's centralized video training hub, which provides structured, self-paced tutorials and in-depth training content covering route design, data analysis, and day-to-day use of the Remix platform.

Metro Ride will also receive **24/7 access to the Remix Help Site**, which includes more than 140 support articles, videos, and recorded webinars for self-paced learning, as well as the **Remix Learning Hub**, which offers a library of 100 live virtual training and support sessions. To support long-term system sustainability, Via will provide Metro Ride with comprehensive post- implementation documentation, including a complete record of system setup, configuration decisions, and a data dictionary.



Support resources available on the Remix Help Site (top and right) and live support sessions available through the Remix Learning Hub (top right).

Timeline

With over a decade of experience launching Remix for hundreds of transit agencies, we have perfected a straightforward, time-efficient launch process, designed to minimize effort for Metro Ride and complete the project within the City's desired timeframe. Below, please find a proposed timeline with implementation phases, major milestones and deliverables. **The Remix Project Team is flexible to scale up or down this implementation timeline depending on Metro Ride's priorities and needs.**

MILESTONE COMPLETION: DAY 1

Planning Configuration

- Remix will upload key datasets to the Remix platform, including the local network's existing GTFS, metadata regarding local infrastructure, ridership, etc., and other geospatial data.
- Our delivery team will undertake thorough quality assurance of Metro Ride's configured instance to ensure everything is behaving as expected

Access

- Metro Ride will be set up with full access to Remix on day one.

MILESTONE COMPLETION□ DAY 14

Planning Onboarding

- Remix will schedule and conduct live virtual training webinars about Remix's planning capabilities for Metro Ride. These webinars will be recorded and available on-demand for participants who cannot attend.
- Remix can assist with uploading any additional custom data layers at Metro Ride's request, or train staff directly on data upload self-service.

Scheduling Configuration

- Metro Ride will complete a Remix-provided Google Form communicating key information about its scheduling needs to enable the Remix team to configure the platform's Scheduling module.
- Remix implementation team will configure accounts for Metro Ride's specific scheduling needs, and set up required data imports and exports for system integration.
- As before, the scheduling configuration will undergo full QA adhering to Metro Ride's labor and operational requirements.

MILESTONE COMPLETION□ DAY 45

Scheduling Onboarding

- Remix will facilitate two days of in-person onboarding to the platform's full planning and scheduling capabilities, focusing on Metro Ride's specific needs. This will be recorded and available on-demand for participants who cannot attend.

Acceptance Testing

- Remix will conduct a quality assurance review with Metro Ride to ensure all interfaces are working as intended. This includes testing all downstream integrations. Remix is willing to engage with Metro Ride's technology partners to ensure a smooth transition.

Go-Live & Beyond

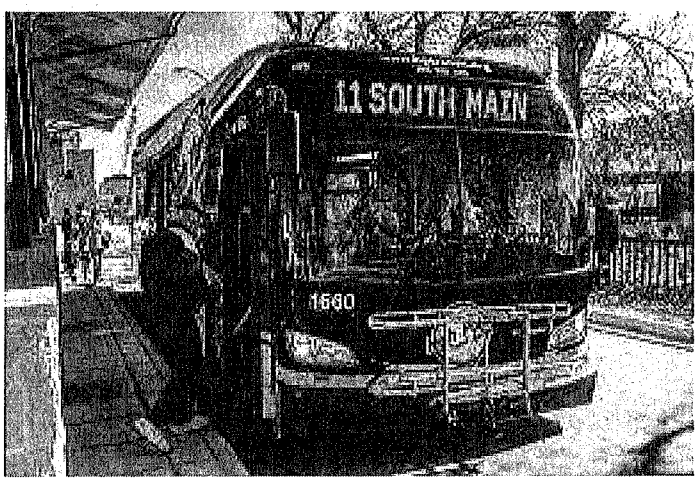
- The system will be ready to test on Metro Ride's preferred launch date.
- Metro Ride will receive ongoing support and training from Remix's dedicated Project Manager for Metro Ride, Josh Panter. Refresher trainings are held on a regular basis for all partners, and users always have access to our extensive help site and ticketing system.

Minimum Vendor Experience

Similar Work

High Point Transit System High Point, NC Duration: 2016 - Present

Product: Remix Transit Planning and Remix Scheduling

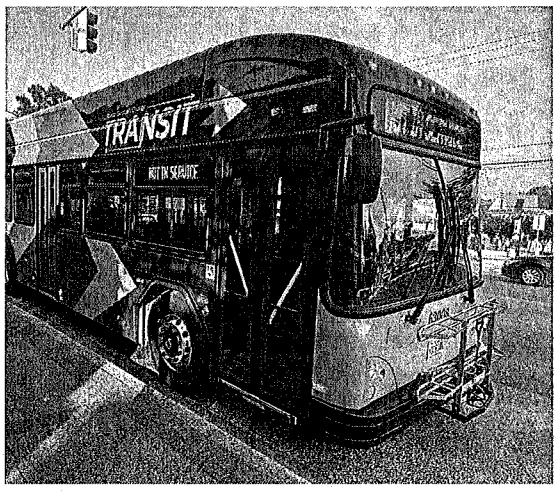


High Point Transit System uses Remix Transit Planning and Scheduling to support transit planning and day-to-day operations in a single, easy-to-use platform. Remix played a central role in HPTS's transit plan, developed in partnership with **SRF Consulting**, allowing agency staff and consultants to work from the same live dataset without manual data requests. Using Remix Planning, HPTS was able to interactively test and refine proposed route changes, evaluate route productivity, and iterate on service designs more efficiently than with static tools such as Google Maps or Google Earth. HPTS recently enabled Remix's predictive runtimes feature, which uses historical GTFS data to optimize timetables for new routes by predicting travel speeds on similar streets — eliminating the need for manual dry runs when planning new service. Remix Scheduling is able to translate HPTS service designs directly into operational schedules, which schedulers use to create vehicle blocks and driver schedules for daily service delivery.

Remix also streamlined the transition from planning to operations at HPTS through a direct integration with **GMV**. Schedules and bus stop updates are exported from Remix Scheduling and seamlessly imported into GMV's CAD/AVL system. HPTS staff describe this workflow as a "game changer," noting how easy it is to move data from Remix into operations and how significantly it has simplified their planning and scheduling processes. HPTS continues to use Remix to evaluate fixed-route performance, explore productivity improvements, and assess future integrations with microtransit services.

Prince George's County Largo, MD Duration: 2017 - Present

Product: Remix Transit Planning and Remix Scheduling



The Remix team led a full migration for Prince George's County ▫PGC▫ from its legacy scheduling system, MAIOR, to **Remix's modern, integrated planning and scheduling platform**. Working closely with the PGC Planning Department, the team configured route patterns, timetables, vehicle blocking, and runtimes directly in Remix Planning. Once schedules were approved, Remix streamlined operator duty creation and automatically generated Clever export files for direct integration with PGC's CAD/AVL system, ensuring a seamless transition from planning through daily operations. The migration was completed on time and within budget, with no disruption to service.

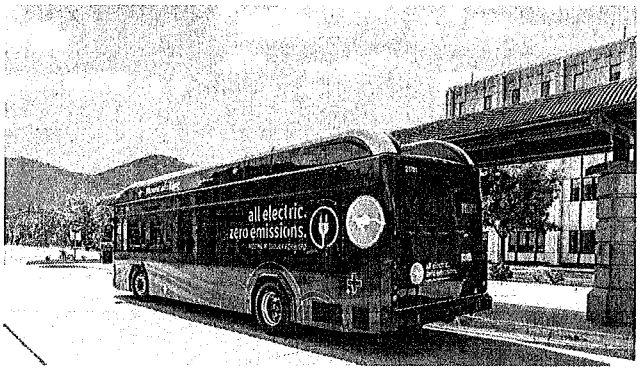
The transition from MAIOR to Remix was smooth and efficient, supported by Remix's intuitive user interface and targeted change management process. To accelerate adoption, the Remix project team developed a customized, step-by-step training video tailored to PGC's specific workflows, enabling staff to confidently manage the system independently. By replacing spreadsheet-based processes with a single, shared platform, Remix has modernized PGC's planning-to-scheduling workflow, improving transparency across departments, reducing duplicative effort, and enabling real-time evaluation and adjustment. As a result, PGC has achieved a **50% reduction in time spent on scheduling** while supporting service across **24 fixed routes** serving approximately **967,000 residents countywide.**

Mountain Line Missoula, MT Duration: 2018 - Present

Product: Remix Transit Planning and Remix Scheduling

Mountain Line, the community bus service in Missoula, Montana, provides fixed-route bus and paratransit services for the city and the University of Montana. Prior to partnering with Remix, Mountain Line lacked GTFS processing capabilities and created schedules manually, which was often time-consuming and prone to errors.

In 2018, Mountain Line partnered with Remix as their first transit planning and scheduling software provider. By utilizing both Remix Transit and Remix Scheduling, Mountain Line has had access to comprehensive operational analyses of their fixed-route network, which has enabled them to reduce traffic congestion and provide safe, accessible, and reliable transportation to Missoula riders. Ridership has increased by 70% since 2014, in large part due to Mountain Line's Phase II service enhancements performed in Remix. In 2021, Mountain Line was awarded the Transit System of the Year in North America by APTA.



References

Company Name: High Point Transit System		
Address: 716 W Martin Luther King Jr Drive, High Point, NC 27262		
Contact Person: Angela W Wynes, Transit Manager	**Email Address:** angela.wynes@highpointnc.gov	**Phone:** 336-883-3424
List Product(s) and/or Service(s) Used: Remix Transit Planning and Scheduling		

Company Name: Prince George's County		
Address: 1301 McCormick Drive, Largo, MD, 20774		
Contact Person: Kandace Barrigher, Transit Planner	**Email Address:** KBarrigher@co.pg.md.us	**Phone:** 240-605-2610
List Product(s) and/or Service(s) Used: Remix Transit Planning and Scheduling		

Company Name: Mountain Line		
Address: 1221 Shakespeare St., Missoula, MT 59802		
Contact Person: Jennifer Sweten, Operations Manager	**Email Address:** jsweten@mountainline.com	**Phone:** 406-215-2465
List Product(s) and/or Service(s) Used: Remix Transit Planning and Scheduling		

Qualified Resources

Over the past 11 years, **more than 17,000 transportation professionals around the world have used Remix** for integrated transportation planning, from route design and time table building, to blocking, runcutting, rostering, and daily operations management. Throughout this work, the Remix team has partnered closely with agencies and transit planners, gaining firsthand insight into real-world challenges and operational needs. This experience has shaped Remix's highly qualified team, who brings deep product knowledge, sophisticated software development capabilities, and proven project management experience — uniquely positioning us to support the successful implementation of Remix for Metro Ride.

Remix Project Team

Josh Panter

Remix Project Manager

As the Project Manager for Remix solutions, Josh Panter will oversee all aspects of launch for Remix Transit Planning and Scheduling, will work closely with the Metro Ride team to ensure that Remix addresses each agency's unique challenges and goals.

He will also serve as Metro Ride's training manager, providing hands-on training for all staff and producing customized leave-behind user guides. His work has led to measurable outcomes for agencies of all sizes, such as streamlined processes, enhanced data analysis, and better communication with riders. Josh has collaborated with agencies like the Virginia Department of Rail & Public Transportation, NYC MTA, and CalTrans. He is passionate about helping agencies maximize Remix's potential, whether it's for a small route detour or a complex network redesign.

Relevant Projects

Virginia Department of Rail & Public Transportation | Richmond, VA

Josh serves as the main point person for the Virginia DOT's statewide fixed route & on-demand planning initiatives. He helped identify an opportunity to leverage Remix across the state to improve technology-driven service planning and collaboration. Josh is the author of an extensive statewide implementation plan to improve collaborative transportation planning across 40 transit agencies.

Kanawha Valley Regional Transportation Authority | Charleston, WV

KRT is using Remix and Via's full suite of products to plan, schedule, and operate their fixed route, paratransit, and future microtransit fleets. Josh has worked with KRT's Executive Director and Director of Operations to seamlessly phase in new technology to meet the agency's goal of improved service quality and accessibility.

Professional Experience

Via Transportation, Inc. | Remix Partner Enablement Lead | 2022 - present **Via Transportation, Inc.** | Via Business Development Team Lead | 2020 - 2022 **Preqin** | Research Associate | 2018 - 2020

Education | B.A. in Government & History | Franklin & Marshall College Lancaster, PA | 2018

Ben Lykins

Remix Scheduling Specialist

Ben Lykins leads the development and evolution of Remix Scheduling, bringing deep expertise in applying advanced algorithms to improve transit scheduling and operations. As the Scheduling Product and Enablement Lead, he oversees a team of engineers and designers building cutting-edge scheduling and operations tools that power some of the most efficient transit systems in the world. Ben has worked with more than 250 transit partners across North America, South America, Europe, and Australia, collaborating directly with planners and schedulers to solve complex operational challenges. His work focuses on delivering measurable results for agencies: streamlining workflows, enhancing data-driven decision-making, and enabling more responsive, efficient, and rider-focused service.

Relevant Projects

Bay Area Transportation Authority ▫BATA▫ | Traverse City, MI

Ben led the scoping, deployment, and ongoing support of Remix Scheduling for BATA, working closely with agency staff to translate operational requirements into configured scheduling workflows. He guided the setup of blocking, run-cutting, and rostering, and supported user adoption.

Cal-ITP Statewide Scheduling | California

Ben helped scope and continues to help launch the scheduling platform with agencies across the state of California. With a multi-year implementation timeline, this project is Remix's largest undertaking yet.

Professional Experience

Via Transportation, Inc. | Senior Project Manager | 2022 - present
Swiftly | Project Manager | 2021 - 2022
Cambridge Systematics | Project Manager | 2020 - 2021
Remix | Enterprise Customer Success Manager | 2017 - 2020

Education

M.S. in City & Regional Planning | University of North Carolina Chapel Hill, NC | 2016

B.A. in Geography, Public Administration, & Economics | University of Central Arkansas Conway, AR | 2014

3.2.11 SCHEDULE IMPORT TO GMV

In order to provide schedule adherence reports and real time On Time Performance monitoring for drivers and dispatchers, our system needs to be aware of the transit schedule – what a given bus or driver is supposed to be doing. We compare what actually happened to the target schedule to produce comparison reports.

GMV has a schedule import and validation tool that can be configured with different profiles to match various scheduling software products. At present, we provide support for clients using the following scheduling software to import schedule files into our CAD/AVL system: Hastus, Trapeze, Optibus, Remix (Via), Trillium, Schedule Masters, generic GTFS+runcut, and a GMV internal excel based schedule import template used by our clients that do not have any scheduling software.

GMV proposes Remix as your agency's planning and scheduling solution. Once Metro Ride has created their schedules in the Remix platform, they will export the file using the existing integration. They will then import and validate the schedule to the GMV system.

Once the file is in the CAD/AVL system, the CAD/AVL system will become the source of truth for public facing GTFS that is shared with 3rd parties. In this way, all last-minute changes to routes, stops, and service will be reflected in the public GTFS and GTFS-RT.

We can also export actual route segment running times from CAD/AVL for import into the scheduling software to enable the scheduling software to use real world historical performance when optimizing future schedules. We can support this via our API and also bulk stop times export tools.

3.3 Project Timeline

Considering GMV's current and projected workload, we propose the following timeline. Our project manager will work with your agency to develop a detailed project schedule, taking into account agency requirements, specific vehicle availability and replacement plans, and more. An example of such a plan is included following our narrative schedule, which will be subject to change and built with the input of Metro Ride upon award.

We strive to meet or exceed our clients' expectations for deployment timeline. In fact, our typical deployment schedule is far shorter than most others in the industry. We will work with you to ensure we deliver a quality system that meets your timeline. While launching a CAD/AVL system is not landing on the moon, it can require complex coordination and you are much more likely to be successful working with a vendor who has done this before and consistently meets client expectations.

3.3.1 DELIVERABLE SCHEDULE

The chart below represents our current plan should the contract be awarded in March 2026, but we are flexible based on your needs and the actual date of contract award. We look forward to a public launch of your system before the end of June 2026, if not sooner.

	March 2026	April 2026	May 2026	June 2026
Notice to Proceed / Contract Award				
Kick off meeting				
Fleet Survey and Preliminary Engineering				
Planning, Software Configuration				
System Design and Scope of Work Completed				
Mini-Fleet Installed and Accepted				
Full Fleet Installation				
Training and Documentation				
System online for internal use and baseline data gathering				
Public Launch				
System Acceptance				
Transition to Account Management (ongoing)				

The installation phase mostly depends on the number of buses that are available for our team to work on at a time. Once we complete a methodical mini-fleet and get client acceptance on our installation approach, we can scale up our installation teams to increase throughput. Generally, the primary limitation we encounter is an agency's ability to pull buses out of service for CAD/AVL installs and validation.

During the course of this project, there is no reason that you will need to be out of service. We will work around your service schedule to complete installations (including overnight and on weekends).

3.3.2 PAYMENT SCHEDULE

GMV has included a sample milestones and payment schedule below. Metro Ride's assigned Project Manager will work with you to refine the milestones and finalize the payment schedule timeline. Actual payment amounts may vary from the example shown.

Milestone #	1	2	3	4	Year 1	Year 2	Year 3	Year 4	Year 5
Description	**Contract Execution**	**Hardware Delivery**	**Notice of Completion**	**Deployment Acceptance**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Deliverables	System Licenses delivered upon contract execution	Delivery of 100% of required hardware	Installation on 100% of vehicles, validations complete	Completion of 2 weeks of Deployment Acceptance period (includes 10% retention)	1st Year Annual Fees	2nd Year Annual Fees	3rd Year Annual Fees	4th Year Annual Fees	5th Year Annual Fees
% of Capital	5%	45%	30%	20%					

3.4 Work Activities

3.4.1 NARRATIVE OF GMV PROCESS

Award Upon award notification GMV's executive sponsor and project manager will work with the client to define the specific scope of work (SOW) for the project.

Design Phase GMV will begin the design and planning phase for the full hardware deployment. The project manager will lead the technical and operations team to prepare a project binder that outlines all key tasks, documents, and procedures for the entire project. We will receive client feedback on our approach through a preliminary design review meeting, and then incorporate feedback into a final System Design Document.

Configure Software The GMV team will begin configuring the web-based software for client's specific operations. This work happens remotely, and regular check-ins with the client will ensure that all routes are drawn properly, stops are located properly, and all aspects of the operation are properly modeled in GMV software.

Equipment As equipment is delivered to our Houston Production Facility, it will go through receiving and inspection procedures and Factory Acceptance Testing before being assigned to project inventory. Equipment will be kitted and shipped to the client site in bus kits just prior to installation.

Test Plan In parallel to the software configuration work, GMV field operations team will draft an acceptance test plan that is specific to the physical equipment and configuration on client vehicles. This ATP will be unique to each vehicle type and each unique equipment configuration. Upon client review and approval, the ATP will be reviewed with the local implementation contractor for training.

The installation and testing of vehicles will proceed in phases according to the project's milestone schedule. A two-person team of GMV staff field engineer and staff technician will install the mini-fleet vehicles. The first vehicles will undergo testing to confirm proper system function, and then we will ramp up the pace of installation for the balance of the fleet.

Install & Validate For the full fleet installation, two teams of two technicians each will do the work, and we'll need to closely coordinate with the client team to ensure vehicle availability. Each two-person team will be able to complete roughly one fixed route vehicle in a day, including installation and validation procedures.

After completing each vehicle installation, we will do a "installation validation" test by reviewing a checklist and testing each system on the bus. Then we will do an "operational validation" by taking the bus for a short test route and checking that onboard systems work with the cloud based central systems properly. Once these tests are completed and approved by client staff, a particular vehicle is considered complete.

Training As the installations reach the finish line, GMV training lead will conduct on-site training for client staff. Role based training will be targeted at each user's primary function and interaction with the system - drivers need to know different things than dispatchers and management.

Testing The complete system will run for a thirty-day endurance test to confirm proper function, at which point we will complete system acceptance and transition to the operations and maintenance phase of the project.

Ongoing Operations Any software bugs or vehicle specific problems will be reported to GMV by client staff through the support ticket system. GMV will provide regular reports of support ticket issues and trends for client's management team, as clusters of similar issues may be indicative of a systemic issue in the fleet or the technology. Our Customer Success team will perform twice a year client reviews to ensure you are getting maximum value from the system and we are meeting your expectations.

3.4.2 SYSTEM DESIGN

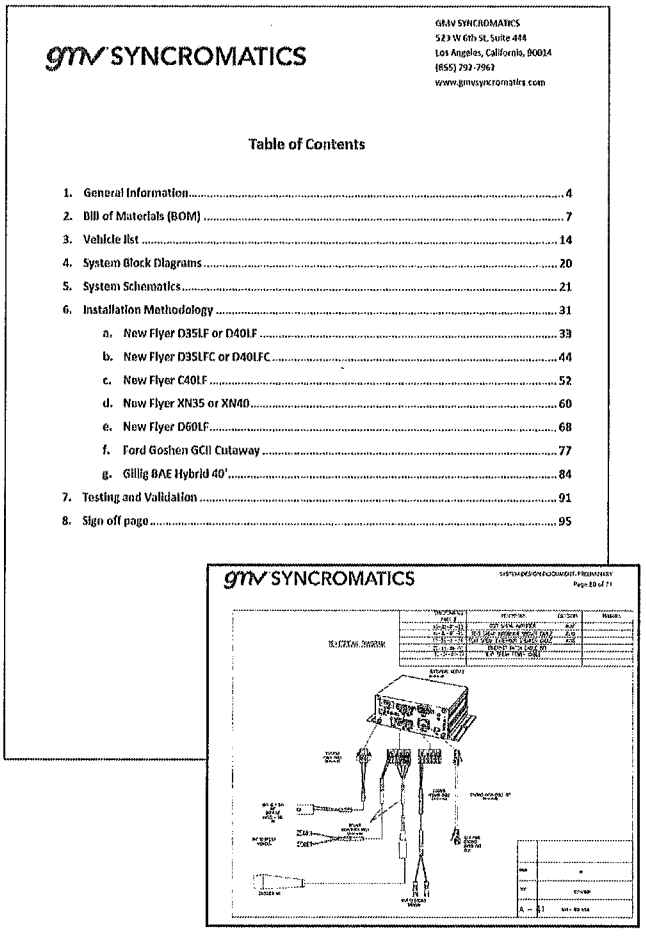
Before we begin any installation work our team will conduct a thorough design phase to ensure that both vendor and client staff fully understand:

- The existing condition of all vehicles prior to CAD/AVL installation
- The plan for installing new equipment on each bus
- The plan for integrating with existing equipment on each bus
- How these plans vary based on different bus models and types
- How we will test and validate that the systems are properly installed
- How the onboard hardware will interact with the central system

These topics and more will be covered in a detailed System Design Document that will be developed by GMV and submitted for client review and approval. We will conduct a design review meeting to ensure all feedback is understood and can be addressed with a revision to a Final Design Document.

We've included samples from prior design documents so you can get an idea of what to expect as a deliverable. These documents will be tailored to match each customers' expectations.

SAMPLE CAD/AVL Design Documentation



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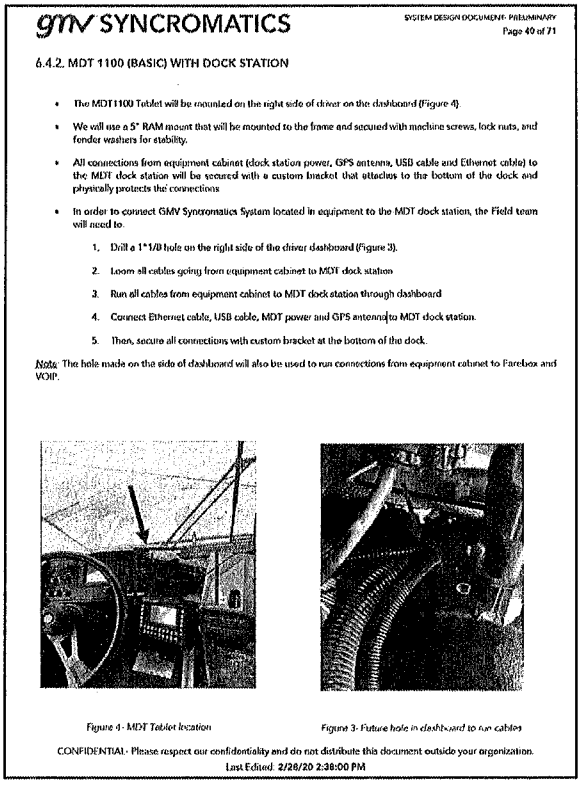

GMV SYNCROMATICS
SYSTEM DESIGN DOCUMENT- PRELIMINARY
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6.4.2. MDT 1100 (BASIC) WITH DOCK STATION

- The MDT1100 Tablet will be mounted on the right side of driver on the dashboard (Figure 4).
- We will use a 5" RAM mount that will be mounted to the frame and secured with machine screws, lock nuts, and fender washers for stability.
- All connections from equipment cabinet (dock station power, GPS antenna, USB cable and Ethernet cable) to the MDT dock station will be secured with a custom bracket that attaches to the bottom of the dock and physically protects the connections
- In order to connect GMV Syncromatics System located in equipment to the MDT dock station, the Field team will need to:
  1. Drill a 1"1/8 hole on the right side of the driver dashboard (Figure 3).
  2. Loom all cables going from equipment cabinet to MDT dock station
  3. Run all cables from equipment cabinet to MDT dock station through dashboard
  4. Connect Ethernet cable, USB cable, MDT power and GPS antenna to MDT dock station.
  5. Then, secure all connections with custom bracket at the bottom of the dock.

Note: The hole made on the side of dashboard will also be used to run connections from equipment cabinet to Farebox and VOIP.

Figure 4- MDT Tablet location

Figure 3- Future hole in dashboard to run cables

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3.4.3 EQUIPMENT INSTALLATION

3.4.3.1 Central Systems – Nothing to Install

There are no central system components to be installed at client facilities. Our entire system is cloud based. No servers, no switches, no virtual machines. If you have web browsers and internet access, you're set.

3.4.3.2 Factory Acceptance Testing Before Delivery to Client

After trays have been assembled, they are tested for all functional performance criteria on a test bench at our Houston Production Facility. This test is documented and signed off by the tester and production manager to attest that we are sending quality product into the field and all components are properly matched. We log all device serial #s and associate them to a main assembly identifier that will in turn be associated with a client vehicle ID to ensure full parts traceability.

3.4.3.3 Mini Fleet Implementation

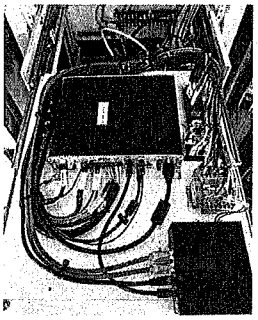
Our standard deployment process includes installing a representative pilot bus from each bus type (year, model) as a way to get familiar with your fleet and work out any kinks in our installation process. Once we have completed the pilot buses, we will have seen the full range of bus types and can make any adjustments to our process. This enables us to move more quickly and consistently through the full fleet deployment without any new surprises.

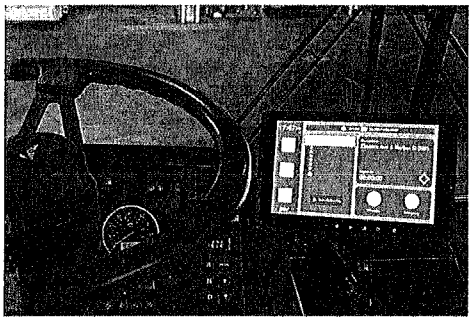
The mini-fleet vehicles will be subjected to the most rigorous testing and validation procedures of any vehicles in the fleet because they serve as the template for the remaining installs.

Mini-fleet vehicles will be tested in the following ways:

- Installation Validation
    - While the bus is parked in the yard after the installation is completed...
    - Ensure that all the equipment is installed correctly on the vehicle
    - Ensure that all onboard systems power on and communicate with each other
- Ensure that the onboard systems can connect to the central systems to exchange data
  Operational Validation
    - Take the bus on a test drive on a short test route to test the systems in action
    - Ensure that APC counts are correctly allocated to the right bus stops
    - Ensure that AVA announcements are made properly at the right locations
    - Ensure the MDT accurately tracks and reports the vehicle location
    - Etc

Following the mini-fleet testing any needed remediations are made on the mini-fleet vehicle, and a full report is made with recommendations for how to improve the installation on future vehicles of the same type.





3.4.3.4 Expectations of the Client Staff and Facilities

We expect that this project will be a coordinated team effort between our staff and the client staff to deliver a successful result. As such, we expect...

- client staff assistance with making space available for vehicle installations, staging and storing equipment
- client staff to participate in the initial vehicle surveys and installation of the mini-fleet so they can offer corrective guidance as we go (which will reduce their need to be involved on every bus later in the project)
- a client operator to be available to relocate vehicles and conduct operational validation testing of completed vehicles
- client staff to observe formal / official testing and sign off on successfully completed tests or provide feedback on any deficiencies that need corrective action

3.4.4 TESTING AND SYSTEM ACCEPTANCE

Key acceptance testing elements include the following, each of which has its own set of test plans, documentation, and checklists.

3.4.4.1 Factory Acceptance Testing

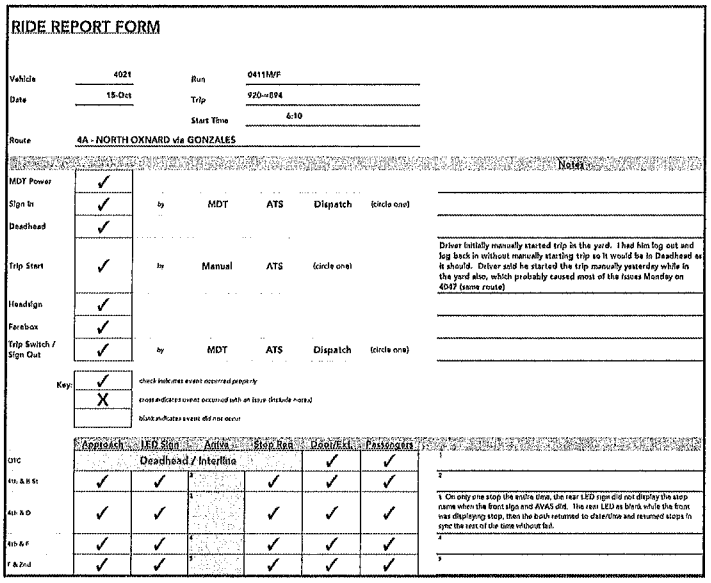
Aside from general system integration testing, vehicle specific testing is also performed in the lab. This setup mirrors our system integration testing but uses that actual pre-assembly tray to be installed in the vehicle. This further validates system components and final system configuration. Additionally, where possible vehicle specific peripheral integrations are added to the lab test scenarios. These integrations include vehicle destination signs and automated passenger counters.

3.4.4.2 Installation Validation

GMV systems will be fully validated after installation prior to the vehicle being released to the customer. A system validation checklist is utilized to ensure all components, related software, and server-side data are properly synchronized. A series of functional tested are carried out on each vehicle to ensure all systems are functioning to previously validated standards.

3.4.4.3 Operational Validation

Operational validation will necessarily involve a ride in the bus on the route. This may happen as a test run or during actual service, depending on the agency's preference. During the validation process, it will not be expected that drivers are signing in and interacting with the system, but GMV staff will perform the validation by signing in and observing the system while on route. This validation includes both the on-bus functioning of the system as well as the back-end dispatch process.



RIDE REPORT FORM

Vehicle	4021	Run	0411M/F
Date	15-Oct	Trip	920--894
		Start Time	4:10
Route	4A - NORTH OXNARD via GONZALES		

							Notes
MDT Power	✓						
Sign In	✓	by	MDT	ATS	Dispatch	(circle one)	
Deadhead	✓						
Trip Start	✓	by	Manual	ATS	(circle one)		Driver initially manually started trip in the yard. I had him log out and log back in without manually starting trip so it would be in Deadhead as it should. Driver said he started the trip manually yesterday while in the yard also, which probably caused most of the issues Monday on 4047 (same route)
Headsign	✓						
Farebox	✓						
Trip Switch / Sign Out	✓	by	MDT	ATS	Dispatch	(circle one)	

Key: ✓ check indicates event occurred properly; X cross indicates event occurred with an issue (include notes); blank indicates event did not occur

	Approach	LED Sign	Announ.	Stop Req.	Doors Ext.	Passengers	Notes
OTC	Deadhead / Interline				✓	✓	1
4th & B St	✓	✓	2	✓	✓	✓	2
4th & D	✓	✓	1	✓	✓	✓	1 On only one stop the entire time, the rear LED sign did not display the stop name when the front sign and AVAS did. The rear LED as blank while the front was displaying stop, then the both returned to date/time and resumed stops in sync the rest of the time without fail.
4th & F	✓	✓	4	✓	✓	✓	4
F & 2nd	✓	✓	3	✓	✓	✓	3

A sample tool to track an issues that come out of these testing procedures is included on the following page. This checklist will generate a record of any defect, and these defects are centralized into a SmartSheet cloud hosted document that is visible to vendor and client staff to work through open issues.

3.4.4.4 Punchlist for Tracking and Resolving Issues

All issues observed during testing (factory acceptance testing, installation validation, operational validation, and system acceptance testing) are funneled into a central web based reporting tool called SmartSheet.

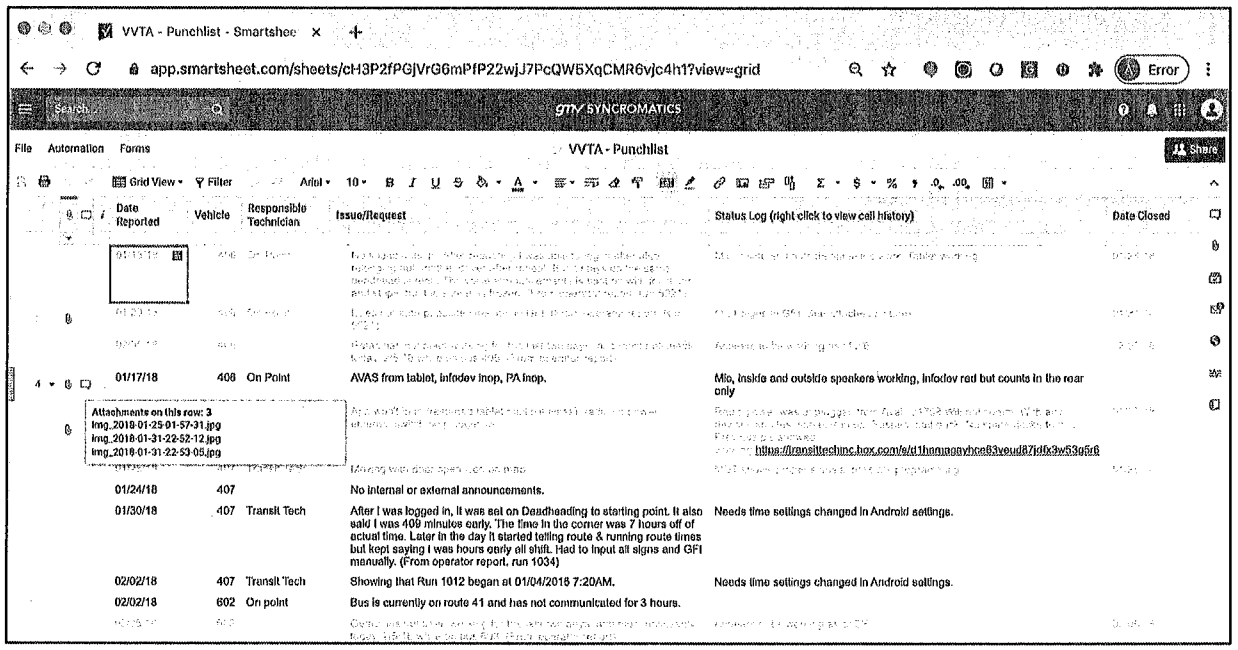
SmartSheet allows us to provide shared visibility and communication between GMV staff, contractor installers (as needed), and client staff.

Each row represents a specific issue that is tracked to resolution with status updates, next steps, and assigned tasks. Rows can be appended with photos and comments to enrich the information sharing.

This same type of tool can be used to track progress toward completion of new feature deliverables, training milestones, and design documentation deliverables.

Some items may be tagged as blocking items that must be resolved before a GO-LIVE, whereas other items may be acceptable to resolve at a later date.

Once all critical items are resolved, we will launch the system and coordinate with the client on the GO-LIVE date.



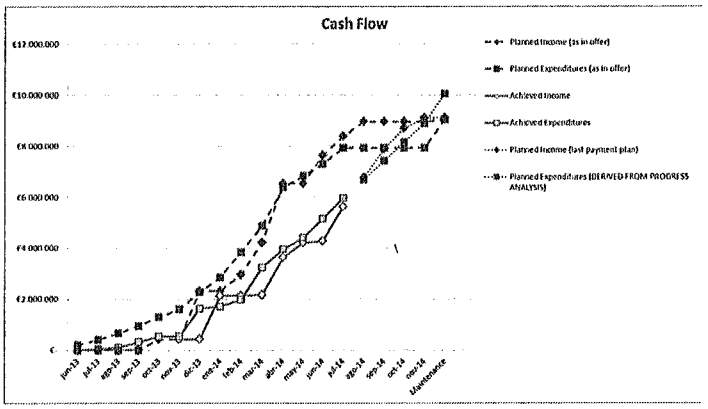
3.4.5 PROJECT MANAGEMENT AND CONTROL

To satisfy all the customer's requirements concerning project management, GMV intends to set up a management and control scheme tailored to the specific needs of the project. For that purpose, the Project Manager will oversee the project control and management procedures as mentioned below:

3.4.5.1 Cost and Financial Control

Cost and Financial monitoring and control within the frame of this project will be achieved by means of the definition and maintenance of a cost breakdown structure associated to the provided WBS and according to the main cost categories of the project:

- Labor
- Materials
- Subcontractors
- Travel



Based on those categories, a detailed cost breakdown reference structure will be created at GMV that will serve as reference for the cost control activities. In addition, a reference payment plan also serves as reference for the payment control.

3.4.5.2 Schedule Control

GMV operates a schedule control system based on Smartsheet. The system runs on the GMV intranet and is already operational and in use in many other projects. The Project Manager is responsible for the preparation and update of master and detailed schedules, compliant with the proposed Work Breakdown Structure (WBS) and the associated Work Package descriptions. They shall perform the following activities:

- Keep the project schedule updated at several WBS levels, including milestones.
- Generate printouts of the bar chart schedule.
- Keep track of milestone achievement and of the work in progress in all Work Packages.
- Generate the appropriate metrics for providing the customer with concise information about the project status.
- Exporting the schedules in .pdf or in the required format.
- Notify the customer of any substantial change in the schedule affecting milestones.

Effective schedule control is based on the agreed schedule (master or detailed). This schedule is the key reference for all related planning data. In order to avoid potential conflicts, all remaining sources of information refer only to dates relative to milestones and not to absolute dates. Three types of schedules (both in Master and Detailed breakdowns) will be considered:

- **Original Schedules**, to be set up and agreed at contract signature.
- **Baseline Schedules**, based on the Original Schedule but updated along the project according to the modifications agreed between GMV and the customer.

- **Working Schedules**, current planning of all activities that also serve as indication if schedule mitigation techniques are necessary.

The Project Manager will be responsible for feeding the schedule control system with the day-to-day information on the progress of the work, provided by the rest of the team.

3.4.5.3 Action Item Control

GMV's Project Manager shall be responsible for the follow-up of action items recorded at the progress and review meetings. Although the completion of the action items and the resolution of the technical issues is under the direct responsibility of the agreed assigned party, the project manager shall be responsible for following up on the status of any open action item. Should an action item or technical issue remain open after the expected due date, the project manager shall escalate it to the assigned party.

3.4.5.4 Risk Management

GMV's Risk Management Policy describes the procedures to be followed within the different projects and quantify the severity of the different risks for the different risk categories (e.g. functional, performance, schedule and cost). This quantification is a function of the type of project.

GMV's policy also defines the criteria for acceptability as a function of the probability and severity. As a general rule, High Probability/High Impact risks should not be acceptable (unless a specific explicit provision is made to cope with them) while Low Risk/Low Probability do not need specific monitoring. The rest of the combinations are to be managed and specific mitigation procedures to be identified.

Different Risks are classified according to the following different criteria:

		Severity		
		Minor	Medium	High
Category	Technical	No relevant impact in functionalities or performance	Impact in function and performance but can be compensated with work around	Impact in functionalities and performance
	Programmatic	No impact or only in internal milestones	Delay of internal milestones or final milestones < 2 month	Delays of final milestone > 2 months
	Cost	Impact negligible	Impact <5%	Impact > %5

Table 3-1: Criteria for risk severity determination.

3.4.5.4.1 Risk Management Process

The Risk Management process include the following main steps:

- Risk Identification.
- Risk Assessment and Analysis.
- Risk Monitoring.

It is important to emphasize that in order for the process to be efficient it has to start during the proposal preparation in order to have a detailed assessment of the project risks to take the decision to deliver an offer.

3.4.5.4.2 Main Risks Identified

Following are risks identified in the frame of the present proposal are reported in the following table. However, in detailed shall be prepared during the project phase.

#	Description	Prob.	Impact	Risk	Mitigation Actions
1	Delay in Contract Signature	MEDIUM	HIGH	Very Critical	To merge Phase 1 and Phase 2 Burn in test together.
2	Internal Team Coordination	MEDIUM	HIGH	Very Critical	Arrange periodic meetings via onsite, teleconference etc
3	User Requirements not closed (to be agreed during first phase of the project)	HIGH	HIGH	Unacceptable	Functional Description documentation approved and signed from client.
4	Acceptance Procedure period very long, that could involve delays or penalties	MEDIUM	MEDIUM	Critical	Agree on acceptance procedure and timely review and approval of deliverables from the beginning.
5	Team-Client communication that could cause misunderstandings	HIGH	MEDIUM	Very Critical	Periodic project status meetings with all responsible staff, including separate meetings for each relevant work package (e.g. installation, software, testing, etc.)
6	Technical failure of Commercial Off The Shelf items	MEDIUM	HIGH	Unacceptable	All necessary certification (IP, IK, FCC) and testing during FAT
7	Sudden unavailability of installation team	LOW	MEDIUM	Critical	Arrange several installation teams as backup
8	More time needed for installations than initially planned	MEDIUM	HIGH	Very Critical	Do some pilot installations in the beginning of the project to confirm installation time per vehicle
9	Installer errors during installations	MEDIUM	HIGH	Very Critical	Clear instructions and easy Acceptance procedure
10	Documentation Errors that could affect whole fleet	MEDIUM	HIGH	Very Critical	Pilot installations in the beginning of the project to test installations
11	Delay in purchased materials	HIGH	HIGH	Unacceptable	Launch purchase order for pilot elements as soon as project is signed, and Functional Description accepted.

3.4.6 COMMUNICATION PROCEDURES AND INTERFACE WITH CUSTOMER

The focal point of contact for all interfaces between the customer and the GMV team shall always be the appointed Project Manager. Moreover, he/she shall be kept informed of any communication between any Project Team member and any external entity. The Project Manager is assigned with full authority throughout the project to plan, organize, direct, and control all activities of the Project and to maintain effective and close liaison with the Customer Procurement Managers.

The Project Manager will have the support of the key personnel identified in the GMV's team and responsible for each of the activity areas to ensure the achievement of the project objectives.

The Project Communications Plan (PCP) defines the project's structure and methods of information collection, screening, formatting, and distribution of project information. It also outlines understanding among project teams regarding the actions and processes necessary to facilitate the critical links among people, ideas, and information that are necessary for project success.

3.4.6.1 COMMUNICATIONS ACTION MATRIX

The Communications Action Matrix is used to define details regarding the communications activities that are used during the course of the project. The matrix will be developed and maintained by the Project Manager, or a member of the Project Team. The Project Team and the Customer will work together to develop a matrix of communications activities around each project milestone. This matrix would include detailed activities such as:

- Designate **"owners"** responsible for communications products and activities for each project milestone.
- The **resources required** for these efforts in terms of personnel.
- A list of **key messages and benefits statements**, with an assigned "owner" as a central point of contact
- Processes for vetting communications messages and products
- List **priority stakeholders groups** targeted for participation

3.4.6.2 WORK SESSIONS AND OTHER COMMUNICATIONS

Vehicle	Target	Description Purpose	Frequency	Owner	Distribution Method	Internal/ External	Comments
<Progress meetings>	<SG1, SG2>	<Review progress and developments on the System implementation>	<Weekly>	<PM>	<Email for meeting invitation and minutes distribution>	<Internal>	<comments>

The work sessions will be different types of face-to-face meetings between the Customer and the Team to keep track on the project implementation progress, discuss the requirements, solve project-related matters, review documentation, etc. Each type of work sessions will require a different group of attendees.

A firm schedule for all the Work Sessions along the project life will be agreed with the Customer in the very first stages of the project together with the development of the final Configuration Management document. Our preliminary approach for the work sessions would be as described in the following sections.

Together with their schedule, the Project Configuration Management document shall include the type of information and format that must be presented in the documentation related to the meetings such as the progress reports or the minutes of meetings.

Progress Review Meetings will be the key vehicle for the healthy Communications Management process along the project as all the small details and matters will be discussed. The Team will conduct them in weekly basis during the development stage and monthly from the System Commissioning until the end of the Operations and Maintenance period. Reports shall be sent on weekly basis to contracting authority designated PM at beginning of each week by Monday at 08:00 am.

In addition to those planned, there shall be additional meetings organized at discretion of Project Team and other for work package leader and/or the Customer to discuss urgent and critical matters when required. The objective of the Progress Review Meetings will be for the Team to update the Customer on the progress, development and on-going operations and maintenance services of the system.

Management Review Meetings will be held monthly, and they will have a more general focus than the Progress Review Meetings. The overall development of the main project phases will be reviewed and discussed. These management review meetings will be led by the Project Manager (GMV)

Documentation and Design Meetings will be related to the submission of technical documentation related to the ITS and its components: Communications, Interfaces, IT Infrastructure, On Board Systems, Applications, etc.

This type of meetings will be conducted upon the submission of the documentation to review it, agreeing on any changes, providing clarification, and granting final approval of the documents submitted. These meetings will be led by Technical Lead/Management from GMV.

3.4.7 SUBCONTRACTOR MANAGEMENT ACTIVITIES

In order to meet the project objectives, we will ensure adequate control of the subcontractors' activities, anticipate potential problems and ensure the coordination of various processes. The management requirements flowed down to the subcontractors are based on the customer's requirement with additional requirements specific to GMV's management standards.

3.4.8 CHANGE MANAGEMENT

While contract change is expected not to occur along the project, mechanisms must be established to cope with potential changes as required.

Two possible mechanisms are contemplated for the introduction of a Contract Change:

- Upon detection by GMV (or any of its lower tier subcontractors) of any significant problem affecting the contractual baseline (technical specifications, scope of the work or schedule of the project), the Project Manager will submit to the Customer a proposal for a Contract Change Notice (CCN). Should the change be proposed by a lower tier subcontractor, GMV will include its own assessment and conclusions/recommendations if he in turn intends to submit it as a proposed change to the Customer. Customer will analyze it and, from the analysis, accept or reject the proposed change.
- The customer submits a CCN to cope with new requirements or modification on the applicable contractual conditions. In this case GMV will analyze it and make a new proposal to cope with these new contractual conditions.

3.4.9 KEY PERSONNEL CHANGE MANAGEMENT

The positions reflected in the organization will be considered as key positions for the implementation of the project and any replacement will be communicated and agreed with the client to avoid the introduction of uncontrolled risk factors for the successful implementation of the proposed project. Experts replacing them (subjected to an approval from the customer) will meet all the project requirements by notifying the customer in writing at least two weeks in advance indicating the specific reason and qualification of replacement personnel.

3.4.10 CUSTOMER RESPONSIBILITIES

While GMV plans to implement the project in as independent and self-sufficient manner as possible, and reduce the burden on Metro Ride staff resources, there will be some support and deliverables needed from Metro Ride to make the project successful and keep it on schedule. These responsibilities will be fully discussed with your GMV Project Manager, and agreed upon prior to substantial work beginning.

3.4.11 QUALITY MANAGEMENT

As a company that provides critical technology to aerospace and defense projects as well as public transit projects, GMV is subject to significant levels of Quality Management and oversight that apply to the entire firm and improve the performance and results on all of our projects across all industries.

3.4.11.1 GMV's Commitment to Quality

The Mission established for GMV by its Board of Directors is to supply products and services with a high added value and high technology in the different industries in which GMV operates. GMV's Quality Policy is set directly by the CEO of the company, who establishes its fundamental principles and revises its status based on the previously defined mission and objectives defined for the organization.

GMV's commitment to its clients and to excellence, innovation and continuous improvement are strongly underpinned in its Quality Management processes; this Quality Management ensures a correct project execution according to stipulated requirements, cost, and duration.

The quality policy of GMV is based on the following principles:

- The purpose of GMV is providing its customers with systems that match their specifications, while meeting deadlines and budgets. The rigor and quality of our work, for total customer satisfaction is evidenced by their loyalty to our company, of which we are most proud.
- Top management provides, reviews, and approves the quality policy of the company and is fully committed to its full implementation in the organization.
- GMV understands that the quality of the company's products is not the sole responsibility of the Quality Department: all GMV staff is committed to the quality policy of the company and knows and applies the grounds set out in the Quality Management System (QMS).
- The company management is committed to manage their business processes through continuous improvement models that allow the organization to have disciplined and mature processes and continually improve the effectiveness of the quality management system.

3.4.12 PROJECT CHALLENGES AND HOW TO OVERCOME THEM

In any large and complex project, there are challenges that may impact on project delivery. Due to tremendous GMV experience in projects of similar or greater size and complexity, we can manage and overcome those challenges. GMV is confident we can deliver the proposed project and seamlessly integrate with current Metro Ride systems.

3.4.12.1 Client Team and Personnel Management

It is critical that the client-side project team has a clear leader who "owns" the project and is responsible for its success. This person needs to be empowered to make decisions on behalf of the entire project team, even if that means some client-side project stakeholders will not agree 100% of the time. GMV expects that we can get clear and consistent guidance from the client on questions related to system design, implementation, and ongoing operations. We need to client to speak with one voice – even though there are many stakeholders from a broad range of departments that will be involved in this project.

GMV tries to assist with this effort by engaging all stakeholders early to understand their priorities and concerns. We also try to structure project teams so that some project status meetings are attended by a larger group, and other meetings are limited to a more focused group of staff from GMV and the client to ensure we can be productive and make progress.

3.4.12.2 Change Management for Metro Ride staff

The new system will include more advanced technologies that can automated some functions within Metro Ride that are currently very manual and labor intensive. (e.g. syncing data between Scheduling > CAD/AVL or from CAD/AVL > Scheduling). As these labor-intensive tasks go away, some staff may feel like they are no longer necessary, and they can feel threatened by that prospect of change.

GMV is confident that the new system will help provide higher value tasks for the human beings at Metro Ride so they can achieve at a higher level than before. We will work to show all staff that the technology is there to assist them and make their jobs easier so that they can take on more ambitious work that only a human can accomplish. This is critical to achieve "buy in" on the technology transition from all stakeholders and users, including staff that may be close to retirement and not excited about "learning a new system" or other circumstances. People are complicated, so we recognize that and build it into our project plan as a Change Management process.

3.4.12.3 SOFTWARE INTEGRATION WITH METRO RIDE SYSTEMS

3.4.12.3.1 Diverse Technologies

When integrating software from different vendors or developed with different technologies, compatibility issues can arise. To overcome this challenge, GMV uses standardized protocols and formats such as RESTful APIs, JSON, or XML. When it is absolutely required, we will develop a custom software integration using our internal best practices to ensure the integration is carefully designed up front, then implemented in a stable and reliable manner.

3.4.12.3.2 Data Mapping and Transformation

Integrating systems often involves mapping data fields between different formats and structures. For example, GMV's CAD/AVL system and the Remix scheduling systems contain much of the same data, but generally it is stored and managed in different formats that are unique to each application. To address this, GMV will create clear data mapping

documentation and utilize data transformation tools or scripts to automate the process of data conversion. Establishing common data models or ontologies can also streamline data mapping.

3.4.12.3.3 Security Concerns

Integrating software systems may expose sensitive data to security risks, such as unauthorized access or data breaches. GMV Implement robust authentication mechanisms, encryption techniques, and access control policies to safeguard data during integration. We also conduct thorough security assessments and audits to identify and address vulnerabilities proactively.

3.4.12.3.4 Performance Issues

Integrating large-scale systems or processing high volumes of data can impact performance. GMV handle by Optimizing code and queries, employ caching mechanisms, and consider asynchronous processing to enhance system performance. Load testing and performance monitoring tools also help identify bottlenecks and optimize system performance.

3.4.12.3.5 Dependency Management

Software integration often involves managing dependencies on external services, libraries, or APIs. However, GMV ensures compatibility with existing systems and conduct thorough testing to mitigate the risk of introducing regressions. Before any system goes live, it will be tested in a separate environment to ensure it is working well.

3.4.12.3.6 Versioning and Compatibility

Changes to software versions or APIs can break existing integrations. GMV maintains clear documentation of version compatibility and release notes for integrated systems. GMV implements versioning strategies such as semantic versioning and backward compatibility to minimize disruptions during updates.

Apart, other dependencies also play critical role such as effective communication and collaboration, Testing and Validation, Change Management, Monitoring and Maintenance etc. as indicated in the earlier section by addressing these challenges systematically and leveraging best practices, GMV will successfully integrate Metro Ride systems.

3.4.12.4 TIMELINE COMMITMENT

GMV is committed to timelines, as well as being prepared to mitigate risks effectively (as indicated in the section 'risk') through proactive communication, strategic planning, and decisive action.

For example, as indicated in the risk section #1 delay in Notice to Proceed, which can be impacted by delays in the RFP evaluation, award and contracting process, and other agency projects that compete for staff attention and priority.

To mitigate this delay, GMV could compress certain activities/tasks during the design phase. Many of these tasks are planned to run in parallel with the Software Development/Customization activities, so there would not be a major impact to the overall completion date if the design phase was compressed.

3.5 Applicable Standards

3.5.1 DATA USAGE

- System has a minimal data footprint and does not require bulk transfer or yard/garage/depot Wi-Fi connectivity
- Data on drivers, routes, and annunciators synchronizes automatically and leverages text-to-speech and compression technology to avoid the need for large data transfers
- Most firmware and application updates are packaged and downloaded in compressed fashion over the air, via remote automation
- The entire CAD/AVL systems uses about 50MB/vehicle per month, including on average a once-a-month MDT software update delivered over the air (which accounts for about 60% of the total usage)

3.5.2 WEB BASED, VENDOR HOSTED SOFTWARE AND DATA

The GMV system is fully web-based and hosted by GMV. No servers or software will be installed at the client site.

GMV leverages a purpose built network architecture running in a professional data center to achieve high performance and reliability in a cloud based software program. A locally hosted server cannot achieve the efficiencies of scale of a cloud based application running at a co-located data center. Our clients share in the costs of maintaining GMV' top notch network infrastructure and our innovative team of software developers, so the incremental cost to each customer is significantly less than operating their own servers.

For a low, fixed annual license fee, GMV offers an entirely turnkey system that doesn't impose extra costs on the agency for hardware or licensing, doesn't tie up existing technology or human resources, and doesn't require any IT commitment for support or integration.

GMV proposes to store all agency data in an immediately accessible format for at least five years. There will be no archiving or retrieval necessary. Accessing five-year-old data will happen the same way as accessing 2-week old data.

3.5.3 CYBERSECURITY

In short, we host all central systems at a Tier 3 data center that meets all industry standards for reliability and security. We maintain back up systems off site and in cloud computing services.

GMV voluntarily undertook a cybersecurity penetration test to identify any weaknesses in our security practices and procedures. The report resulting from the test generally gave us high marks and did not identify any critical failures. The report did recommend some improvements which we have since made or are in the process of completing.

GMV commits to obtain SOC 2 Type 2 certification and perform renewal/review of our cybersecurity systems every 2 years.

3.5.4 USER SYSTEM REQUIREMENTS

The cloud hosted system requires very little from users. All that is required is a computer (desktop, laptop, tablet) that has an internet connection (min 5 mbps) and a web browser. For VOIP voice communication functions, Chrome web browser is required.

3.5.5 BACKUPS

GMV's servers are housed in a secure server facility near downtown Los Angeles. The facility is home to several thousand servers; it draws communications from the largest network communications hub in greater Los Angeles. The facility has multiple redundant power supplies, a 24x7 Network Operations staff, and is housed in an underground facility secured by a four level security system (building, elevator, facility and rack). For these reasons, a high degree of confidence is placed on the reliability of the server infrastructure.

GMV's backup schedule is as follows:

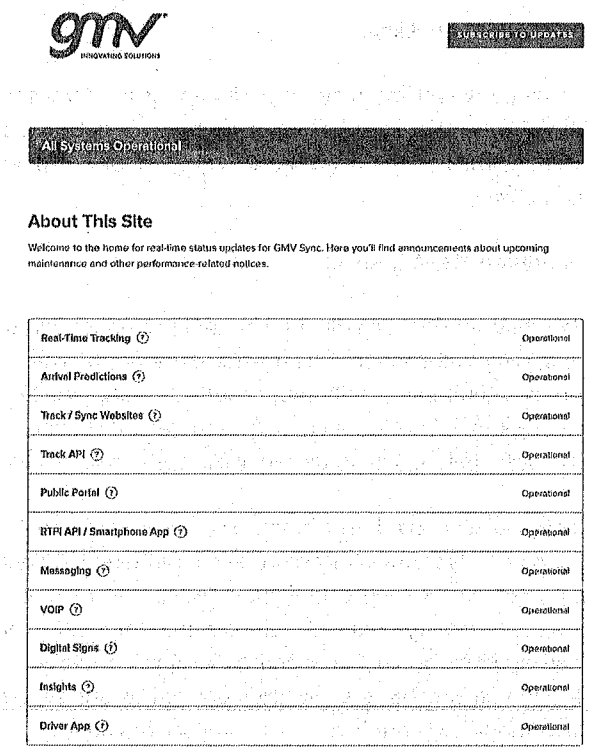
- GMV consistently maintains backups of your critical data on a 4-hour interval
- Once per week, the entire structure of the system and all data is backed up inside the data center.

You may request that GMV restore route or stop data from one of its daily backups in the event that undesired changes are accidentally made.

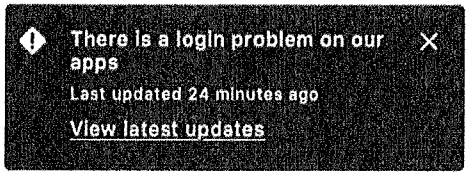
3.5.6 STATUS PAGES

Our system administration team uses an industry leading tool – StatusPage.io – to provide real-time status information to our clients and customer support technicians. If a particular component of our system is experiencing technical problems, the status will be updated here and alerts will be sent out to email subscribers and in-app notifications.

https://status.gmvsyncromatics.com/



Example of alert notification within the GMV apps if there is a known problem.



3.5.7 SYSTEM DOWNTIME – SERVICE LEVEL AGREEMENT

GMV endeavors to keep its servers up and running 24x7x365. However, there are extreme cases which could cause downtime, which are beyond GMV' control. In the case of downtime, the following discounts will apply:

3.5.7.1 Vehicle Downtime

Vehicle downtime is defined as a service outage that affects only a single vehicle starting from the point at which GMV has identified a hardware device failure. Outages related to wiring tampering are not covered. If GMV has not shipped a replacement unit within 1 calendar week after receiving the defective equipment, the customer is eligible for a discount of the service fee from the day GMV received the defective unit until the replacement device arrived at the customer site.

3.5.7.2 Service Downtime

The 'downtimes' listed below relate to the GMV ITS system and exclude any local network issues at or near a client site, or internet routing failures beyond the control of GMV. Any downtime claims must be submitted within 2 weeks of the claimed downtime for evaluation. Downtimes caused by cellular outages or failures in the internet are not covered by the downtime discount policy.

Brief Downtime:

Brief downtime is defined as a service outage of the entire system for less than 8 hours. In the case of brief downtime, GMV will provide a one-time $100.00 discount between 1-8 hours of downtime. For downtime less than 1 hour, a one-time $50.00 discount will apply.

Extended Downtime:

Extended downtime may occur if GMV or its datacenters experience a major system failure which involves multiple hard-drive and/or server failures, a city-wide network outage, or a city-wide power outage. GMV will provide a $300.00 discount for periods between 8 and 24 hours of downtime, as well as a $300.00 discount for each 24-hour period thereafter.

Scheduled Maintenance:

GMV may conduct scheduled maintenance on its databases, web applications and in-vehicle hardware. Whenever possible, GMV will conduct this maintenance during the periods when the agency's vehicles are not in operation or when service is lightest. If GMV must conduct maintenance while vehicles are in service, GMV will give the agency at least 1 business days' notice, including the number of vehicles that will be affected. If it is not possible to give this notice, GMV will apply a $25.00 discount for each unscheduled maintenance occurrence during normal operations.

Generally scheduled maintenance can be completed without any impact on normal operations or visibility to the client. Due to our system architecture and its inherent redundancies, we can perform hardware, software, and infrastructure upgrades on a rolling deployment basis. We have a load balancer that distributes load across multiple servers. Our new code deployment will take a node down, but there are other servers still serving those requests. The code is then updated on that downed node, quickly health checked and then added back. We continue to roll this process through all the servers. While a portion of our system is down during the upgrade, the traffic is routed around the down node so there is no visible impact to clients.

3.6 Training, Support, and Warranty

3.6.1 TRAINING

3.6.1.1 Free and Unlimited Training Forever

GMV understands that deploying and supporting an ITS system is an ongoing process, not a one-time event. Our staff will conduct initial training sessions with the stakeholders who are available and on staff at the time, but long-term value is established by conducting refresher sessions for new staff and providing daily support to the folks on the front lines.

Because ongoing training is so fundamental to the success of an ITS deployment, GMV doesn't charge for it, and we are happy to provide it any time to any audience.

GMV does not charge for training on a per-hour basis, and we do not limit our initial training to a certain number of hours. Our flat initial training fee includes unlimited training to ensure that all the stakeholders in your agency are comfortable and familiar with our system. Generally, training works best when it is delivered in small amounts, so we keep the information concise and allow students who need additional time and support to come back for follow up sessions.

We structure our training to match your requirements, and every deployment has a customized training program to meet the clients' needs. We understand that training is expensive for you – not the direct cost of training paid to your CAD/AVL vendor, but the cost of pulling your staff out of their regular jobs for a day or even a few hours can cause a major disruption. As such, we can break up our training into small pieces if you like, we can condense it into a few full day sessions, or anything in between.

3.6.1.2 Good Design Reduces Need for Training

We believe that software should be intuitive to use. A dispatcher or planner should be able to learn most of the software's functions within minutes, just by clicking around in our intuitive system. We design our software with this goal in mind and use standard graphical conventions from the web and consumer software to enhance familiarity.

3.6.1.3 Training Videos are Embedded

All new features deployed, and most existing ones, have training videos embedded in the software so users can learn on the spot, refresh their skills, and get self-service help.

3.6.1.4 Training Materials and Methods

Printed Training Manuals and User Guides are provided for each specific tool within the product delivered in printed binder and digitally for future client use. We also provide:

- Powerpoint Presentations delivered by GMV trainers
- Training Videos and Animations built into the product
- Video Recordings of in person and webinar training

3.6.1.5 Training Program Overview

Training Curriculum

GMV's training curriculum consists of modules that correspond with our suite of tools: DISPATCH, for the realtime operation of vehicles; OPS, for reports; PLAN, for service information and adjustments; RIDE, for rider communications; MAINTENANCE, for remote diagnostics; and ADMIN, for GMV account management. We can provide refresher training for all modules on an as-needed basis, as well.

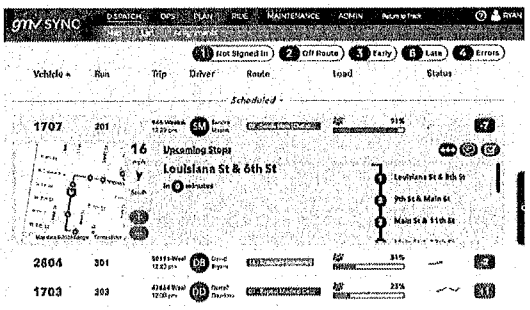
Module	Operators	Dispatchers	Supervisors	Analysts & IT Personnel	Mgmt.	Customer Care Agents	Maintenance Personnel	Agency Trainers
DISPATCH	✓	✓	✓			✓		✓
OPS			✓	✓	✓			✓
PLAN			✓	✓				✓
RIDE		✓			✓	✓		✓
MAINTENANCE							✓	✓
ADMIN				✓	✓			✓
AD HOC	✓	✓	✓	✓	✓	✓	✓	✓

Training Module Syllabi

Summaries of the proposed training modules are provided in this section. These syllabi include intended audiences, topics reviewed, course duration, and other important considerations.

3.6.1.5.1 MODULE 1: DISPATCH

In this training module, we will explore how operators and dispatchers interact with SYNC DISPATCH technology. The intended audience for this training is purposefully broad and includes personnel who are responsible for — or should be informed of — day-to-day vehicle operations, dispatch, and vehicle tracking. The training provides a foundation for students to effectively use our software both under normal and unexpected (i.e., emergency) circumstances.



DISPATCH List View

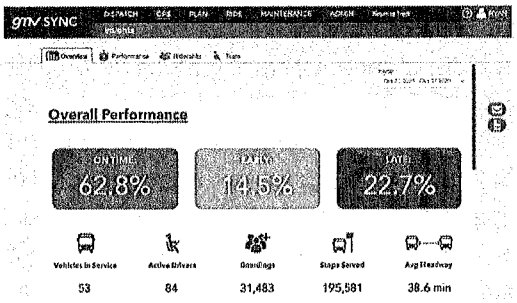
Objective	To empower students to successfully use GMV driver and dispatch technology and understand the relationship between our driver and dispatch software.
Audience	Operators, Dispatchers, Supervisors, Customer Care Agents, Agency Trainers *Recommended Maximum Class Size: 12*

Content	• Dispatch Map and List
	  o Filtering Vehicles and Status Pills
	  o Action Cards
	• Dispatch/Operator Communications
	  o Text
	  o VoIP
	• Emergency Alerting
	  o Triggering an Emergency
	  o Managing an Emergency
	• MDT Hardware Basics
	• Driver Software
	  o Sign In and Out
	  o Pre-Trip Inspection
	  o Going on Break
	  o Switching Trips and Drivers
	• Other Dispatch Tools
	  o Bunching Screen
	  o Daily Schedule Performance

Duration	3.0 hours
Instruction	Instruction will take place in person and consist of standard training decks, live presentations of our software, as well as interactive demonstrations of our tools. In the event in-person training is not possible, the training can be held virtually.
Evaluation	Students will be evaluated immediately following the training by an online test. In addition to testing students on the content of the course, we'll survey students about their training experience so we can continue to improve our training program. If the results of the evaluation suggest students require additional support, either on a specific topic or across the module, we can provide additional resources and customized training.
Location(s)	Agency conference room or training center; virtual (optional)
Resources Required	Internet, monitor or projector and screen

3.6.1.5.2 MODULE 2: OPS

In this training module, we will explore how students can use SYNC OPS reporting technology to understand service trends and other historical information. We will detail how students who regularly work with service data can use the Insights reporting tool to easily create custom reports. Students will also be equipped to save and export reports for presentations, reports, or further analysis.



OPS Insights Reporting Tool

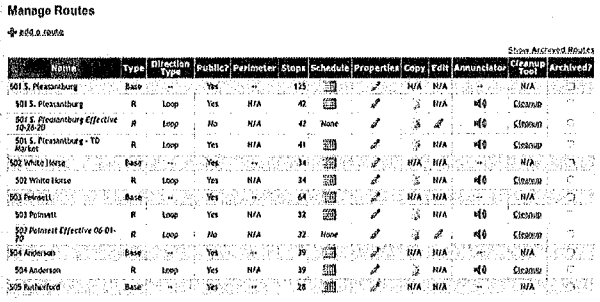
Objective	To allow students to explore and share service trends and historical information with GMV reporting technology.
Audience	Supervisors, Analysts & IT Personnel, Management, Agency Trainers *Recommended Maximum Class Size: 12*

Content	• Overview of OPS Tools
	• Insights
	  ○ Navigating Insights
	  ○ Export
	• Custom Reports
	  ○ Builder
	  ○ Dashboards
	• Stop Times
	• APC Accuracy
	• Other Reports
	  ○ System Activity
	  ○ Fare Count Analysis and Audit
	  ○ Service Statistics

Duration	2.0 hours
Instruction	Instruction will take place in person and consist of standard training decks, live presentations of our software, as well as interactive demonstrations of our tools. In the event in-person training is not possible, the training can be held virtually.
Evaluation	Students will be evaluated immediately following the training by an online test. In addition to testing students on the content of the course, we'll survey students about their training experience so we can continue to improve our training program. If the results of the evaluation suggest students require additional support, either on a specific topic or across the module, we can provide additional resources and customized training.
Location(s)	Agency conference room or training center; virtual (optional)
Resources Required	Internet, monitor or projector and screen

3.6.1.5.3 MODULE 3: PLAN

In this training module, we will detail how service and schedule information is incorporated and updated in the GMV system. This session is intended for those people who routinely work with scheduling and service adjustments. Following the training, students will understand how to ensure GMV technology accurately reflects their service and schedule.



PLAN Manage Routes Tool

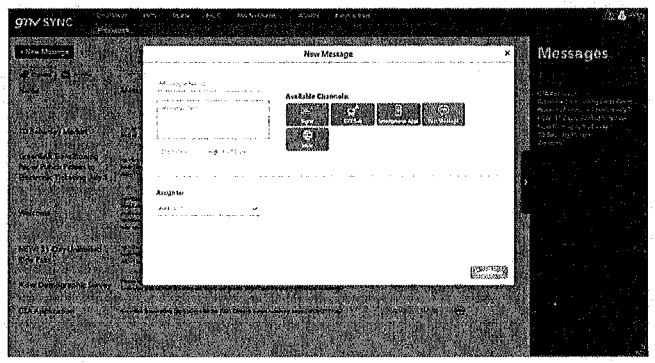
Objective	To allow students to incorporate accurate, up-to-date service and schedule information in GMV technology.
Audience	Supervisors, Analysts & IT Personnel, Agency Trainers *Recommended Maximum Class Size: 6*

Content	• Overview of PLAN Tools
	• Schedule Validator and Import
	• Service Packages
	• Routes
	  o Manage Routes
	  o Manage Route Stops
	• Manage Perimeters
	• Manage Alerts
	  o Speed
	  o Location
	• Primer on GTFS Static and GTFS Realtime

Duration	2.0 hours
Instruction	Instruction will take place in person and consist of standard training decks and live demonstrations of our software. In the event in-person training is not possible, the training can be held virtually.
Evaluation	Students will be evaluated immediately following the training by an online test. In addition to testing students on the content of the course, we'll survey students about their training experience so we can continue to improve our training program. If the results of the evaluation suggest students require additional support, either on a specific topic or across the module, we can provide additional resources and customized training.
Location(s)	Agency conference room or training center; virtual (optional)
Resources Required	Internet, monitor or projector and screen

3.6.1.5.4 MODULE 4: RIDE

In this training module, we will explore how GMV technology can be harnessed to effectively communicate service information to riders. Students will understand how to use GMV technology to draft messages for future use across multiple channels or instantly share critical service updates. Students will also learn how to manage voice announcements and destination signs on vehicles.



RIDE Messages Tool

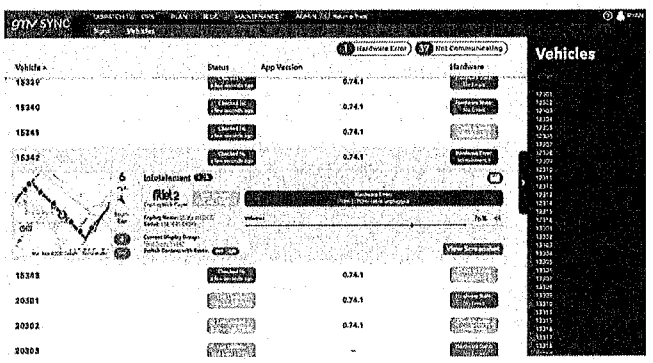
Objective	To allow students to effectively communicate service information with their riders using SYNC MESSAGES technology.
Audience	Dispatchers, Management, Customer Care Agents, Agency Trainers *Recommended Maximum Class Size: 12*

Content	• Overview of RIDE Tools
	• Manage Portal
	• Messages
	  ○ Signs
	  ○ GTFS Realtime
	  ○ Smartphone App
	  ○ Text Message
	  ○ Web
	• Manage Vehicle Destination Signs
	• In-Vehicle Communication
	  ○ AVAS
	  ○ Public Service Announcements
	• Manage Digital Signs

Duration	2.5 hours
Instruction	Instruction will take place in person and consist of standard training decks and live demonstrations of our software. In the event in-person training is not possible, the training can be held virtually.
Evaluation	Students will be evaluated immediately following the training by an online test. In addition to testing students on the content of the course, we'll survey students about their training experience so we can continue to improve our training program. If the results of the evaluation suggest students require additional support, either on a specific topic or across the module, we can provide additional resources and customized training.
Location(s)	Agency conference room or training center; virtual (optional)
Resources Required	Internet, monitor or projector and screen

3.6.1.5.5 MODULE 5: MAINTENANCE

In this training module, we will explore how students can use SYNC MAINTENANCE technology for remote diagnostics. Specifically, students will learn how to use GMV tools to understand the status of vehicles and digital signs without physically accessing the hardware. This training can help improve the efficiency of maintenance personnel by allowing them to focus on hardware that needs attention.



MAINTENANCE Vehicle Tool

Objective	To allow students to understand the status of vehicle and digital signs hardware as they relate to GMV technology.
Audience	Maintenance Personnel, Agency Trainers *Recommended Maximum Class Size: 12*

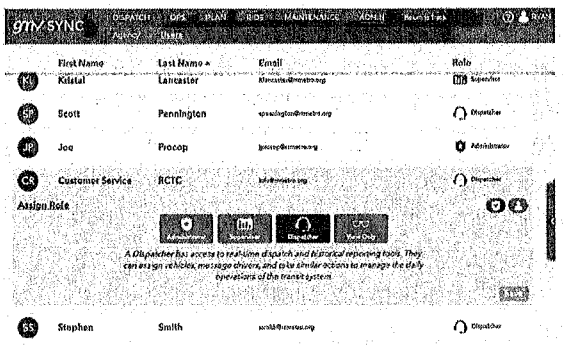
Content	• Overview of MAINTENANCE Tools
	• Common Maintenance Issues
	• Vehicle Status
	  ○ Status
	  ○ App Version
	  ○ Hardware
	• Signs
	  ○ Stop
	  ○ Type
	  ○ Version
	  ○ Check In
	  ○ Hardware

Duration	1.0 hour
Instruction	Instruction will take place in person and consist of standard training decks and live demonstrations of our software. In the event in-person training is not possible, the training can be held virtually.
Evaluation	Students will be evaluated immediately following the training by an online test. In addition to testing students on the content of the course, we'll survey students about their training experience so we can continue to improve our training program. If the results of the evaluation suggest students require additional support, either on a specific topic or across the module, we can provide additional resources and customized training.
Location(s)	Agency conference room or training center; virtual (optional)
Resources Required	Internet, monitor or projector and screen

Additional on-board maintenance training is performed during the installation process by working side by side with maintenance personnel during vehicle surveys, installations, and validation tests.

3.6.1.5.6 MODULE 6: ADMIN

In this training module, we will detail how students can manage their users, drivers, and emergency contacts within the GMV system. We will also outline how students can ensure their agency information is accurately reflected within GMV software, as well as how to contact Support for assistance as needed.



ADMIN Manage Users Tool

Objective	To allow students to manage their user and agency information within GMV technology.
Audience	Analysts & IT Personnel, Management, Agency Trainers *Recommended Maximum Class Size: 12*

Content	• Overview of ADMIN Tools
	• Manage Users
	  ○ Roles
	  ○ Permissions
	• Manage Drivers
	• Emergency Contacts
	• Agency Information
	• Customer Success
	  ○ Submitting a Support Ticket
	  ○ Account Manager

Duration	1.0 hour
Instruction	Instruction will take place in person and consist of standard training decks and live demonstrations of our software. Training will also consist of in-person or virtual introductions of the Customer Success team, including the Account Manager. In the event in-person training is not possible, the training can be held virtually.
Evaluation	Students will be evaluated immediately following the training by an online test. In addition to testing students on the content of the course, we'll survey students about their training experience so we can continue to improve our training program. If the results of the evaluation suggest students require additional support, either on a specific topic or across the module, we can provide additional resources and customized training.
Location(s)	Agency conference room or training center; virtual (optional)
Resources Required	Internet, monitor or projector and screen

3.6.2 MAINTENANCE, SUPPORT, AND WARRANTY

3.6.2.1 Free and Unlimited Customer Support

You can rest assured that you won't face surprise bills or additional fees for customer support. We want our clients to get the most out of our technology so they will help promote our company, so we don't nickel and dime clients for customer support assistance. Our goal is to ensure your staff are happy with our system, so we will provide whatever support is needed to that end.

You can open a support ticket by e-mailing support-na@gmv.com, logging into our customer portal or calling our support line any time, day or night. For after-hours support, calls are routed to a 24x7 call center, and based on triage/urgency, the call center will get GMV staff to assist via a call tree that includes customer success team, software engineers, and executives.

We have customer support associates in many time zones, and we stagger shifts so that we can have broader coverage for our 24-hour a day transit clients.

3.6.2.2 How does customer support work?

- You can open a support ticket by e-mailing support-na@gmv.com or logging into our customer portal any time, day or night.
- GMV has an online knowledgebase with training manuals, videos, and step by step guides to help your staff get educated, solve common problems, and ask questions when they need it.
- Need help now? Call us at 866-383-4418.
- Transit is a 24x7 operation, and so is GMV. If you have a critical issue after hours, our customer support staff will get the problem fixed, fast. Our support levels are detailed later in this section, but issues of all levels will receive a reply within one business day and Level 1 or Level 2 issues within 20 minutes.
- Support is given through email, phone, and screen share as necessary.
- GMV doesn't charge extra for support, there isn't any limit, and our folks know what they're talking about. This proposal includes names, experience and roles of the team that you'll be working with.

All support is included in the recurring maintenance fees associated with our services (technical, help desk portal, after hours, and software upgrade). There are no per-incident or hidden support charges. We do not differentiate between technical or general questions. Instead, when a customer submits a support ticket, a category will be required (Level 1-4).

Support Level/Issues	Support Hours & Response Type	Response Policy
Level 4 Software Issues and Questions not impacting vehicles	Phone, Email Self-Help Portal Available 24x7	GMV will reply within one (1) business day to any Level 4 ticket submitted.
Level 3 Issues impacting <3 vehicles Issues impacting operational tools like dispatch	Regular Business Hours: 7:00AM – 7:00PM PST M-F Phone, Email Self-Help Portal Available 24x7	GMV will reply within Eight (8) hours from the time of ticket submission during regular business hours, and up to Twelve (12) hours outside regular hours.
Level 2 Issues impacting >3 vehicles simultaneously Issues impacting more than one operational tool	24 x 7 call center Phone, Email Self-Help Portal Available 24x7	GMV will reply to Level 2 tickets within 20 minutes during regular business hours and within One (1) hour outside regular hours.
Level 1 Issues impacting all vehicles System-wide downtime preventing use of all operational tools	24 x 7 call center Phone, Email, and Portal Direct Involvement by Executives	GMV will normally reply within 20 minutes to all Level 1 issues, and provides a Level 1 Escalation Policy in addition to our normal Escalation.

GMV provides its customers with a 24/7 customer support phone line that automatically routes to our office during normal business hours and to a fully staffed and trained call center after business hours. Call center representatives can categorize the support issue and take the necessary action, including calling GMV on-call personnel after hours to start working on a resolution.

GMV also provides a 24/7 customer support self-service portal that provides: articles with general information on all of our systems, wiring schematics, equipment pictures, equipment troubleshooting, and training videos.

This portal is also used for submitting support tickets and following up on any open tickets. This portal has automated triggers to ensure every ticket is handled in a timely manner. Respecting response times provided on the above table, the system is configured to trigger automatic escalation steps as delineated below.

3.6.2.3 Standard Support Escalation Policy

Once a support ticket is submitted, based on the above response times, an automated reminder will be sent to the support team. If a ticket is not replied to once the reminder is sent to the support team, within an hour, an automated message will be sent to the Operations Manager. If the message sent to the Operations Manager is not replied to within 1 hour, an automated message will be sent to the VP of Operations.

3.6.3 LONG TERM SUPPORT FOR HARDWARE

Our business is built on long term customer relationships. Los Angeles DOT (CA) has worked with us for over 10 years and through many contract renewal cycles. We approach each new project with a goal of making it a 10+ year relationship.

We expect that we will be on the hook to support our technology for a long time. Our system architecture is designed to allow the hardware and software components to adapt and evolve over time as new vehicles come into the fleet, new functional requirements emerge, older technology is obsolete or end of life, etc.

We've never twisted a client's arm and forced them to upgrade onboard components, rather we regularly counsel our clients on their technology roadmaps and help them plan for replacements and upgrades as needed. Usually, a desire for an upgrade is due to enhanced functionality that is only available with new equipment (e.g. more accurate APC sensors) and not due to the failure of an older component. The 12+ year service life of a transit bus is eons in technology time, and we help our clients future proof their systems and stay on top of the latest capabilities.

3.6.3.1 Hardware Warranty

GMV offers a 1-year standard warranty on all hardware except the GMV Hub, which carries a 2-year standard warranty. The warranty includes parts and shipping in the event of a defective unit. GMV can provide, upon request, pricing for extended warranty on most systems.

The warranty does not cover damage found to be the result of external causes such as misuse, abuse, accident, natural disasters, acts by third parties, or negligence (e.g., liquids spilled on equipment, exposure to rain, or damage caused to equipment during the return). Standard warranties come at no additional cost with the equipment and are relative to the date of installation unless otherwise specified.

If a hardware issue is reported and troubleshooting procedures prove unsuccessful then steps will be initiated (as outlined in the table below), based on the warranty status of the malfunctioning equipment, to ensure replacement equipment is made available.

Equipment Warranty Status	Replacement Equipment Procedures
Covered (Standard or Extended)	A Return Merchandise Authorization (RMA) will be processed. Replacement equipment will ship within two (2) business days* from the date of authorization, with delivery scheduled no more than five (5) business days from the date of authorization. **Shipping delays will be communicated as soon as they are known and generally within the first two (2) business days from the date of authorization.*
Out-of-Warranty	A quote for replacement equipment will be provided. Replacement equipment will ship within two (2) business days from the date that the PO or equivalent form of purchase authorization is received.

GMV offers an optional extended warranty through year 5. We have included pricing for your consideration in the "Detailed Price Proposal" section of this proposal.

3.6.3.2 RMA Timelines and Procedure

The equipment installed in your buses includes wiring diagrams and manuals. If your mechanics want to troubleshoot the issue themselves, that information is available to them anytime.

Our customer portal includes vehicle health monitoring utilities that let you see details on communications health, last GPS update, and even the real-time status of your APC door signals.

If it turns out you really need replacement hardware that is not available from your local spare parts inventory, our customer support staff will set you up with an RMA and overnight shipping within 48 hours for any critical communication components. For non-communication, non-critital components, the RMA will include ground shipping. We will send you a working unit so that you can have your system back up and running immediately, rather than waiting for us to repair the current unit. The non-working unit should be returning to GMV upon receipt of the replacement.

If your equipment needs on-site service, GMV has in-house field technicians that can come out to your site to service the equipment. They are specifically trained on how to install, troubleshoot, replace and service every component of our system, and they can train your maintenance folks when they're on site.

3.6.4 LONG TERM SUPPORT FOR SOFTWARE

3.6.4.1 Software as a Service

Our cloud-based system is always evolving and improving, and clients who have been with GMV for years are the beneficiaries of a technology platform that gets better over time. Unlike legacy software that requires a client to purchase "version upgrades" every year or two, all GMV clients are automatically upgraded to the latest version of our software when we make improvements. Major feature improvements roll out about four times per year, and minor bug fixes happen every 2 weeks.

This is the primary benefit of software-as-a-service – you don't buy something that degrades over time, you're paying for access to the latest and greatest version of something that is always improving.

3.6.4.2 Open Innovation

We also embrace an open innovation model where third-party companies help make our system better by offering their own products and services that can "plug in" to our architecture. For example, our digital pre-trip inspection service comes from a third party, but it is seamlessly integrated into our product so that we can market it and support it as our own. This gives us access to a broader base of software innovation than we could maintain just with our own internal engineering team.

3.6.4.3 Product Roadmap and "Custom Features"

Our cloud-based software improves over time by accumulating new features. Many of these are built with specific clients in mind, and those clients help shape the requirements and design. But new features are never "custom" in that they only apply to a single client – if we are going to invest in building a new capability, we will do it in such a way that it becomes a product we can offer broadly to the industry.

This approach means all of our clients share the costs for new features (paid by the normal annual service fees), and as a result they are less expensive to build, maintain and support. For any project requirements that our system doesn't meet today, we commit to develop the necessary capabilities within the proposed project schedule. We also commit to continue developing these and other features on an ongoing basis so that your system gets better with age.

We try to take a broad view of new feature development as something that benefits our Product as a whole rather than as a deliverable for one client or another.

3.6.4.4 Software Updates and Documentation

GMV and our clients don't make a big deal out of version numbers for our software because all clients are automatically updated to the latest version and there is never a charge to upgrade. All GMV clients benefit from the wisdom and experience of each other because the GMV software is constantly evolving and improving. Our software is updated every two weeks to improve functionality, eliminate software bugs, and expand the capabilities of the software to meet the novel requests of our clients. When we make an improvement for one client, all of our clients share the benefit at no additional cost.

These upgrades are delivered over the air and require no action or downloads on the part of the client. If there is the potential for an upgrade to interrupt a client's pre-existing workflows, we will work with you in advance to avoid disruption by training and planning for a cutover or ensuring the prior workflow is still available during a transition period.

This approach to software development is fundamentally different from that of other ITS vendors who subscribe to antiquated notions of version numbers, upsells for additional features, and planned obsolescence. Many other ITS vendors offer a "vendor hosted" option by simply taking software designed for a local server and running it remotely. This approach is worse than running the software on a local server because it introduces delays from the remote access application. GMV's system has been designed for the cloud from day one, and we leverage the cloud architecture to offer advanced features and service. Our approach to software matches our commitment to customer service, and both are aligned to enhance long term customer relationships.

When upgrades include only back-end improvements, documentation is kept internally. This documentation is not published because the changes do not affect the usage of the system by the end-user. When updates include additional features, reports, or a change in behavior of the dispatch software or driver interface, updates are documented and published via email to registered users.

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CHASE

01/06/2026

GMV SYNCROMATICS CORP.
700 S FLOWER ST SUITE 470
LOS ANGELES, CA 90017-4101, US

RE: GMV SYNCROMATICS CORP. (the "Company")

Dear Sir/Madam,

This letter is being delivered to you to provide information on the Company's banking relationship with JPMorgan Chase Bank, N.A (the "Bank").

We can hereby confirm that the Company has maintained account 4011664730 at the Bank since January 05, 2009 and has operated the account in a satisfactory manner.

Please be advised that this letter refers only to facts as they exist as of the date of this letter and the Bank shall have no duty or obligation to inform the addressee hereof of any future changes in such facts. This letter is solely for the benefit of the addressee hereof for the referenced purpose, and may not be relied on by any other person or for any other purpose.

Sincerely,

Signed by:
Emily Tofani
A5Z5653225F0475...
Emily Tofani

Executive Director
JPMorgan Chase Bank, N.A.
713-216-2512
emily.tofani@jpmorgan.com

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ABOUT THIS MESSAGE This letter gives you updates and information about your JPMC relationship.

5 MINIMUM VENDOR EXPERIENCE

5.1 About GMV

GMV is a privately held technology company that works in a variety of industrial sectors that share common attributes:

- High Reliability is Critical
- Detailed and Challenging Technical Requirements
- Customers Entrust us with Long Term Projects
- Complex Integrations with Other Tech Companies
- Highly Regulated and/or Government Operated

GMV's leading position in these sectors is based on an in-depth knowledge of its customers' needs, which allows it to deliver customized solutions. GMV's employees, operating model and corporate culture values are geared towards ensuring that each customer receives exactly what they need.

Founded in 1984, GMV employs more than 3,000 staff at offices in 12 countries around the world. GMV serves clients in 80 countries. GMV's revenue in 2022 was in excess of $300M.

Proven North American Results with Decades of Global Experience

Starting from our roots as an independent California startup called Syncromatics, we now have more than 50 staff in the United States and offices in Los Angeles and Houston. GMV has been operating in the US public transit market for more than 15 years. We have a deep knowledge of the special regulatory and operational challenges facing mid-sized public transit agencies in the United States, and we have helped more than 100 US transit agencies to solve their problems using novel technology. Our systems are used daily by the City and County of Los Angeles (CA) and Houston Metro (TX) to keep the trains and buses running on time and keep passengers informed with real-time information.

Corporate headquarters in Los Angeles, CA

Production and logistics facility in Houston, TX

Remote staff are ready to help across the country

GMV is also a global Intelligent Transportation Systems powerhouse. We provide complete technology solutions for major Metro transit systems around the world, from thousands of buses in Barcelona and Madrid (Spain), to light rail in Sydney (Australia) and hundreds of urban streetcars in Warsaw (Poland).

Furthermore, GMV's experience extends well beyond CAD/AVL systems to include Rail Fleet Management, Transit Fare Collection, and Autonomous Vehicle Systems. This diverse international experience gives us a broad understanding of the technologies that are in use globally to make public transit more efficient and comfortable for passengers, and we pull the best examples together to build solutions for our clients.

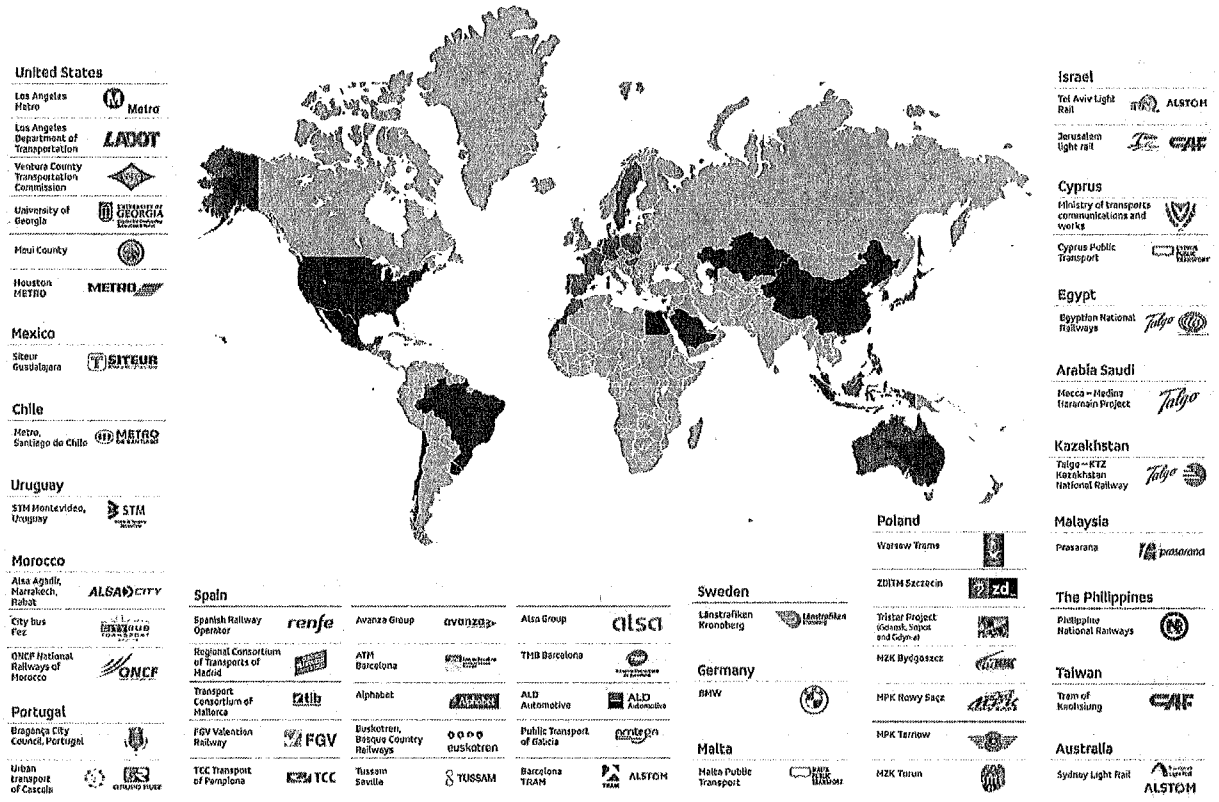
GMV Intelligent Transportation Systems

GMV is one of the world's pioneering companies in developing and implementing transit technologies. GMV's solutions improve the efficiency of operations and increase the quality of service to passengers.

GMV's Transportation Technology Portfolio includes:

- CAD/AVL software and vehicle equipment for bus, streetcar, metro rail, and national high-speed rail
- Real-Time Passenger Information System
- Fare Collection Systems
- Surveillance Video Systems (CCTV)
- Public Announcement System (PA) and Intercom
- Planning & Optimization Tools
- Driver Performance Management with Real-time Feedback – "Eco-Driving"
- Critical Positioning for Autonomous Vehicles (GPS)

The following customers rely on GMV's Intelligent Transportation Systems technologies.



Experience With Bus Manufacturers for Factory-Installed CAD/AVL Equipment

We can coordinate with bus manufacturers, such as Gillig, New Flyer, BYD, Phoenix Motors, Arboc, and others, to have GMV ITS equipment installed at the bus factory. This streamlines deployment and helps transit agencies leverage federal grant funding for capital purchases to include the ITS hardware.

GMV process "factory install" projects on more than 100 buses per year on behalf of more than 40 different transit agency clients who choose this method of deployment. We work with all major manufacturers and have earned their trust by demonstrating the following critical attributes:

- Thorough engineering and design process to develop a good technical plan
- On time delivery of parts, properly kitted and labeled for factory line installation
- Easy to install and test systems, with clear validation procedures
- Low rate of warranty issues on ITS components after bus delivery

Below is a selected list (not exhaustive) of recent projects where GMV worked directly with a bus manufacturer to deliver ITS systems on a client's new buses:

Client	Bus Manufacturer	Qty of Buses
LADOT Los Angeles, CA	BYD	130
CARTA Charleston, SC	Proterra	20
Cyride Ames, IA	Gillig	8
Connect Transit Bloomington, IL	Proterra	5
Maui Bus Maui, HI	Gillig	6
Napa Valley Transit Authority Napa, CA	BYD	5
Marin Transit San Rafael, CA	Gillig	4
Valley Transit Roanoke, VA	Gillig	3
Cyride Ames, IA	Nova (Volvo)	2
Hawaii County Hilo, HI	New Flyer	2
Waukesha Metro Waukesha, WI	Gillig	3
Beach Cities Transit Redondo Beach, CA	ENC (El Dorado National)	5

5.2 Similar Projects

GMV has provided three examples of similar projects completed in the past five years. These clients have years of history with GMV and can vouch for how we transitioned them from their previous software provider, how we perform over time, and how we respond to their requests for new product capabilities and features. We strongly encourage you to speak with these agencies due to their relatively similar operating profiles and to get a sense of how we do business compared to the competition.

Valley Transit
CONNECTING THE FOX CITIES

Dave Vickman
Transit Operations Specialist
Valley Transit
801 S. Whitman Ave., Appleton, WI 54914
920-267-1479 | David.Vickman@Appleton.org

Project Scope:

- Project Year: 2023
- 28 Fixed Route Vehicles
- CAD/AVL
- Vehicle Network Gateway Routers
- Automated Voice Annunciator System
- Automatic Passenger Counter System (Integration with Dilax Sensors)
- Real-Time Passenger Information
- Covert Emergency Alarm Button Integration
- GFI Farebox Integration
- Integration with Interior LED
- Destination Sign Integration
- Full fleet upgrade from previous generation of hardware to GMV Hub Vehicle Logic Unit (completed 2025)
- Full fleet APC upgrade from Dilax to IRIS (completed 2025)

Craig Meeks
Transit Planner and Technology Coordinator
Rider Transit
45 Transit Ct NW Concord, NC 28025
704-920-5877 | meeksbc@concordnc.gov

Project Scope:

- Project Year: 2025
- 19 Fixed Route Vehicles
- CAD/AVL
- Automated Voice Annunciator System
- Real-Time Passenger Information
- Integration with Interior LED Sign
- Integration with Destination Sign
- Automatic Passenger Counter System
- Vehicle Network Gateway
- Rider Wi-Fi
- Rider Communication: IVR/SMS
- iOS and Android Mobile App
- LCD Signage (Transit Center)
- LED Signage (Transit Center)

Tim Koterwski
Operations Manager
Municipal Transit Utility
2000 Marco Dr, La Crosse, WI 54601
608-789-7375 | koterwskit@cityoflacrosse.org

Project Details:

- Project Year: 2025
- 23 Fixed Route Vehicles
- CAD/AVL
- Automated Voice Annunciator System
- Destination Sign Integration
- Integration with Interior LED
- Covert Alarm Integration
- Transit App
- GFI Farebox Integration
- System Transfer and Installation on New Gillig Vehicles

6 QUALIFIED RESOURCES

6.1 Qualification of the Firm

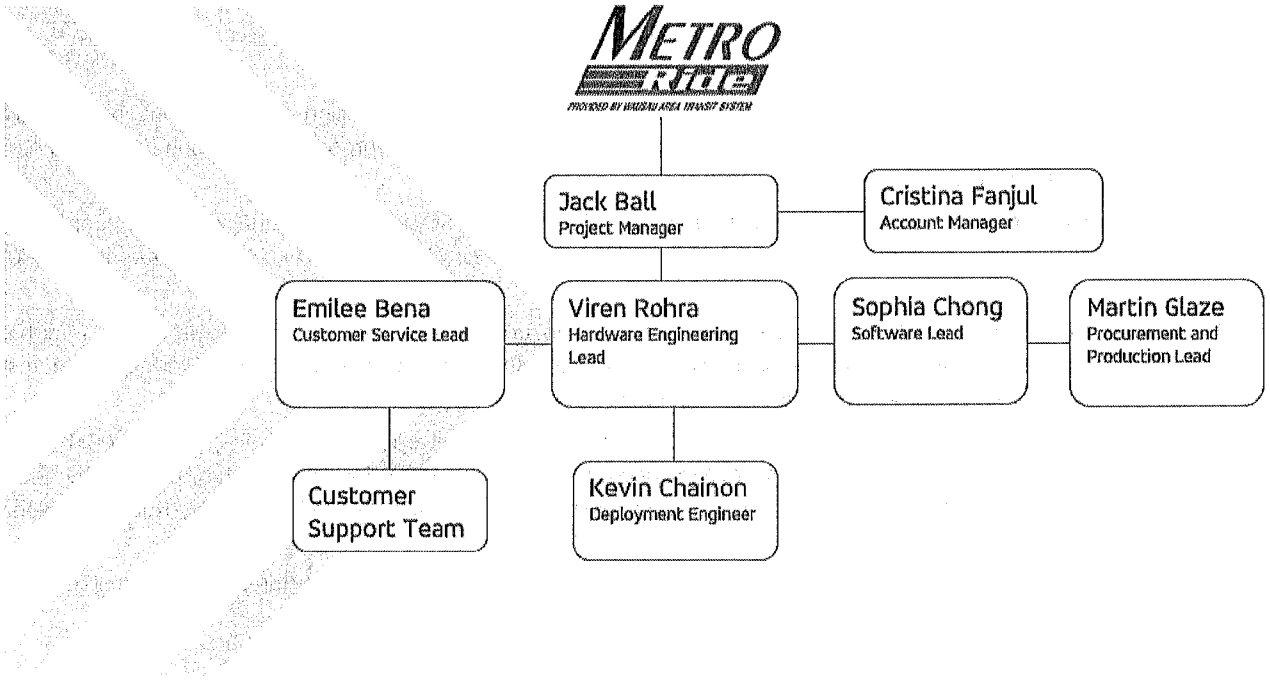
In addition to the experience detailed in the previous section, GMV has provided basic points you need to know in evaluating our firm's competence and credibility summarized below.

- GMV maintains a full-time staff of 55 employees. It is expected that 4-6 staff will be directly involved with the initial project.
- GMV has provided references for current clients similar in size and scope.
- No staff member of GMV has had any license, permit or certification revoked.
- GMV Syncromatics Corp. is a California corporation (ID#C2891361). The corporation was legally incorporated in California in 2006 and has been in continuous operation since then. The corporation is in good standing nationwide and with the State of California.
- The company's federal tax identification number is: 20-5349016; our State Board of Equalization number is: AS 101-043737; our State Department of Employment (EDD) number is: 279-5859-4; Our DUNS number is: 78 530 1347.
- GMV has or will procure all necessary business licenses, insurance coverage, and certifications that may be required to do business in the event of an award. This includes certificates meeting all coverage minimums and naming appropriate agency entities as an additional insured.
- GMV's corporate headquarters is located at 700 S Flower Street, Suite 470, Los Angeles, CA 90017.GMV has maintained a Los Angeles headquarters since its inception (2006) in various locations within the city. GMV has a second office that serves as our production and logistics facility located at 15503 W. Hardy Road, Houston, TX 77060.
- Cristina Fanjul, Business Development Manager, is authorized to represent the corporation on all matters related to this proposal and can be reached at: cristina.fanjul@gmv.com
- The company has never filed for bankruptcy.
- There are no known circumstances that would impact our ability to complete this project, including but not limited to pending litigation, planned office closure, or impending mergers and acquisitions. Upon request, GMV can provide our audited financials for Metro Ride's review.

6.2 Qualifications of the Staff

6.2.1 STAFF ORG CHART

Every deployment that GMV does is a whole of team effort, and we have specifically called out the organizational chart for those that will be most engaged with Metro Ride throughout the effort. Key to organizing this is the Project Manager, who will be the primary point of contact for all matters involving deployment, and will be responsible for delivering service and coordinating all other GMV staff.



6.2.2 KEY STAFF RESUMES

GMV staff resumes for the project are provided on the following pages.

Project Manager – Jack Ball

Jack has spent years working on the engineering and integration side of transit technology, so he knows the systems very well. He also understands the nuances of complex transit operations, the dynamics of working with bus operators and dispatchers, and the limits of what technology can do – some problems need people to solve! From his home office in Greenville, South Carolina, Jack will be in the Eastern Time Zone and available for regular in-person project meetings and training sessions.

9

Years in Transit Industry
(1 year with GMV)

Relevant Experience

- Appleton, WI – 28 Bus Full Fleet Hardware Upgrade (2025)
- Concord Kannapolis, NC – 19 Bus CAD/AVL Implementation (2025)
- University of Iowa, IA – 24 Bus Full Fleet APC System deployment (2024)
- UNC Chapel Hill, NC – 5 Bus CAD/AVL Implementation (2024)
- Ames, IA – 21 Bus Infotainment Implementation (2025)

Qualifications

- B.S. Electrical and Electronics Engineering, Clemson University
- M.B.A. (expected in 2025), Clemson University

Role on Team

- Track status and drive completion of tasks and deliverables in accordance with the project schedule
- Ensure clear communication between GMV and client
- Manage all GMV staff contributions to the project; Coordinate with all subcontractors and project partners
- Complete the system implementation and facilitate transition into warranty/maintenance phase

Customer Support Lead – Emilee Bena

Combine the detailed orientation and analytical skills of a successful Project Manager with the patience of an elementary school teacher, and you've got Emilee. She has heard and seen just about every transit tech scenario under the sun, and she helps client staff become self-sufficient power users.

Prior to her role as Director of Customer Success, Emilee was a Senior Project Manager, so she knows where you're coming from when the torch is passed to her team after a successful deployment.

6

Years with GMV

Relevant Project Experience

- Director of Customer Success for all US clients' tech support tickets, initial and follow up training, and assignment of support technicians.
- Project Manager and Lead Trainer for Los Angeles DOT (320 buses)
- Project Manager for Victor Valley Transit Authority (75 Buses), Roanoke, VA (35 Buses), Ventura County Transportation Commission (125 Buses)

Qualifications

- B.A. Psychology
- Former Senior Project Manager for GMV
- PMP Certified since 2021

Role on Team

- Ensure prompt and effective response to client issues over the life of the relationship
- Review KPIs and metrics related to hardware performance, feature utilization, and user engagement
- Monitor adherence to warranty and support service level agreements to ensure GMV is living up to its service commitments

Hardware Lead – Viren Rohra

Viren brings deep expertise in system architecture, technical integrations, and process management to every project, ensuring all technology components work seamlessly together. With a Master's degree in Electrical Engineering and a strong foundation as a technical trainer, Viren understands how to translate complex systems into practical, field-ready solutions. He has extensive experience deploying intelligent transportation systems and managing the risks that come with integrating third-party technologies. During system implementation, Viren serves as a key point of escalation—providing hands-on leadership to resolve issues quickly and keep the project moving forward.

5

Years with GMV

Relevant Project Experience

- Los Angeles DOT, CA – CAD/AVL, Infotainment, APC, AVA on 320 buses
- Westchester, NY – CAD/AVL, Garage Management, CCTV on 325 buses
- Victor Valley Transit, CA – CAD/AVL, Fare Collection, VOIP, on 75 buses

Qualifications

- B.S. Electrical and Electronics Engineering
- M.S. Electrical and Electronics Engineering

Role on Team

- Design the onboard architecture for each distinct vehicle type and configuration.
- Provide technical support to project manager and client team
- Ensure all technical developments meet project specifications
- Technical coordination with 3rd party systems and customer's pre-existing technology

Hardware Lead – Kevin Chainon

Kevin will apply his focus on system architecture, technical integrations, and process management to ensure all the technology pieces come together. Combining a variety of GMV technologies as well as integrating with 3rd party systems poses significant risks, and Kevin's industry experience means he has seen it all before.

7

Years with GMV

Relevant Project Experience

- Los Angeles DOT, CA – CAD/AVL, Infotainment, APC, AVA on 320 buses
- Commerce, CA – GMV Hub initial pilot and full fleet roll-out
- Victor Valley Transit, CA – CAD/AVL, Fare Collection, VOIP, on 75 buses

Qualifications

- B.S. Electrical and Computer Sciences
- M.S. Industrial Engineering
- Project Management Certificate
- 2 years engineering at SNCF French national railway

Role on Team

- Design the onboard architecture for each distinct vehicle type and configuration.
- Provide technical support to project manager and client team
- Ensure all technical developments meet project specifications
- Technical coordination with 3rd party systems and customer's pre-existing technology

Software Lead – Sophia Chong

Sophia serves as GMV's Director of Product. She keeps her finger on the pulse of the transit technology market and works alongside clients and software engineers to deliver the features and functionality that our user community needs. A native San Franciscan, Sophia relies of public transportation to get around her city. Her empathetic approach to product management means that your feedback is heard, and that our product roadmap will reflect the needs of your public transit agency.

10

Years in Software and Tech
(1.5 years with GMV)

Qualifications

- Certified Scrum Product Owner
- BA in History
- MLA in Digital Media Design
- Expertise in transit tech standards including GTFS, NTD, and CAD/AVL systems

Relevant Project Experience

- Led development of detour management tool and enhanced route editor
- Oversees ongoing improvements to Insights, our business intelligence tool
- Managing the upgrade of the Sync Infotainment product offering
- Coordinates new features and product enhancements

Role on Team

- Analysis of customer requirements and evaluation of GMV's systems ability to meet requirements
- Lead designer of new features and product enhancements
- Champion for transit agency staff looking for tech solutions to their challenges in managing transit operations

Procurement and Production Lead – Martin Glaze

After a bright career as a transit executive who supervised two CAD/AVL deployments in 5 years (first another firm, then GMV), Martin decided he liked our product enough to join our team. Martin contributes immensely to our product development by leveraging his transit experience to ensure our tools will work well for transit operations staff and managers. Day to day, he runs our Houston logistics facility, but he also serves as an internal "voice of the client" and ensures GMV products and service live up to the expectations of our clients.

10

Years in Transit Industry
(4 years with GMV)

Qualifications

- Real-world experience as a transit executive (COO, Interim CEO)
- B.S. Operations Management

Relevant Project Experience

- Connect Transit, IL – Implementation of GMV CAD/AVL project (client-side project manager), route network redesign, and strategic plan development
- Manages all project planning for CAD/AVL projects at client sites and bus factory installations

Role on Team

- Supervise the planning and procurement of all materials for the project
- Direct the production team in receiving/inspection, kitting, and assembly of bus equipment sets
- Manage all logistics and shipping for project materials

Account Manager – Cristina Fanjul

Cristina brings a background in technology procurement and account management, giving her a deep understanding of the challenges and opportunities that come with implementing new systems. She is passionate about delivering solutions that make a meaningful difference in people's lives—starting with partnering with agencies whose goals align with GMV's technology.

As the leader of the proposal team, Cristina provides continuity throughout the project, ensuring GMV delivers on its commitments. Following deployment, she will remain your dedicated Account Manager—advocating for your needs, resolving issues, and helping identify new opportunities.

2.5

Years with GMV

Relevant Project Experience

- Concord-Kannapolis, NC – 11 Vehicles, CAD/AVL, AVAS, APC, Digital Signage
- Bozeman, MT – 11 Vehicles, CAD/AVL, AVAS, APC
- La Crosse, WI – 24 Vehicles, CAD/AVL, AVAS, Digital Vehicle Inspection
- Morongo Basin, CA – 25 Vehicles, CAD/AVL, AVAS, APC, VOIP, Surveillance Camera Integration

Qualifications

- BA Anthropology, UCLA
- PMP Certification
- Scrum Master Certification
- 2 years in technology procurement and product management

Role on Team

- Participate in key project meetings and ensure GMV honors the letter and spirit of its proposal throughout the full project term and beyond
- Champion for client's needs and interests within the project team – GMV's long term business interest is best served by happy reference clients
- Meet quarterly with client executive leadership to track project status

Attachment A – Bidder Required Form

Instructions: Bidder is required to complete all sections of this form. (Note: If the agency checks the box preceding Section 5 indicating that section is not applicable to the bid/proposal, Bidder may skip Section 5. Bidder may not skip any other sections of this form).

To be completed by the agency:

Agency Name	Solicitation Title	Solicitation Reference Number
City of Wausau	CAD/AVL Hardware, Software, and Professional Services	25-1019

Section 1: Bidder Information		
Bidder/Proposer Company Name: GMV Syncromatics, CORP		
E-Mail Address: sales-na@gmv.com		
Phone Number: 866-383-4418	Toll Free Phone: 866-383-4418	Fax: N/A
Address: 700 South Flower Street, Suite 470		
City: Los Angeles	State: CA	Zip: 90017
Mailing Address for Purchase Orders (if different than above)		
Address: 700 South Flower Street, Suite 470		
City: Los Angeles	State: CA	Zip: 90017

Section 2: Bidder Contacts List the name and title of the person to contact for questions related to each of the topics below:	
Bid/Proposal Cristina Fanjul, Business Development Manager Email: cristina.fanjul@gmv.com	Phone: 909-957-5821
Affirmative Action Plan Janice Lugo, HR Business Partner USA Email: jlugo@gmv.com	Phone: 310-728-6997 Ext. 1013
Orders and billing Paolette Turcios Email: Paolette.turcios@gmv.com	Phone: 281-262-1102

Section 3: Bidder Reference
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used with requirements like those included in this solicitation document. If the bidder is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name:
Waukesha Metro

Address (including City, State, Zip):
2311 Badger Dr, Waukesha, WI 53188

Contact Person:	E-Mail Address:	Phone:
Brian Engelking	bengelki@waukesha-wi.gov	262-524-3634

List Product(s) and/or Service(s) Used:
Project Year: 2021
Fleet: 22 Fixed Route Buses
Project Scope: CAD/AVL, Cellular Data for Fixed Route Buses, Real-Time Passenger Information, Automated Voice Annunciator System, Automatic Passenger Counter System, Basic Vehicle Tracking (Non-Revenue Vehicles), Digital Vehicle Inspection (Pre- and Post-Trip), Integration with Interior LED Signs, Integration with Destination Signs, LCD Digital Signage, Manufacturer Installation of GMV System on New Vehicles (Gillig), Partial Fleet Hardware Upgrade to GMV Hub (Scheduled Q1 2026)

Company Name:
Mountain Line

Address (including City, State, Zip):
3773 N Kaspar Dr, Flagstaff, AZ 86004

Contact Person:	E-Mail Address:	Phone:
Heather Dalmolin	hdalmolin@mountainline.az.gov	928-679-8908

List Product(s) and/or Service(s) Used:
Project Year: 2024
Fleet: 28 Fixed Route Vehicles
Project Scope: CAD/AVL, Vehicle Network Gateway Integration, Real-Time Passenger Information, Automated Voice Annunciator System, Automatic Passenger Counter System, Integration with Interior LED Signs, Integration with Destination Signs, Digital Vehicle Inspection (Pre- and Post-Trip), Rider Communication via IVR (Call) and SMS (Text), Optibus Scheduling Software, Manufacturer Installation of GMV System on New Vehicles (Gillig)

Company Name:
Breck Free Ride

Address (including City, State, Zip):
1105 Airport Road, Breckenridge, CO 80424

Contact Person:	E-Mail Address:	Phone:
Andrew Cotton	andrewc@townofbreckenridge.com	970-547-3141

List Product(s) and/or Service(s) Used:
Project Year: 2017
Fleet: 19 Fixed Route Vehicles
Project Scope: CAD/AVL, Cellular Data for Fixed Route Buses, Real-Time Passenger Information, Automated Voice Annunciator System, Automatic Passenger Counter System, Integration with Interior LED Signs, Integration with Destination Signs, Rider Communication via IVR (Call) and SMS (Text), iOS/Android Rider App, LED Signage, Manufacturer Installation of GMV System on New Vehicles (Gillig), Partial Fleet Hardware Upgrade to GMV Hub (2025)

Company Name:
Santa Rosa City Bus

Address (including City, State, Zip):
45 Stony Point Road, Santa Rosa, CA 95401

Contact Person:	E-Mail Address:	Phone:
Scott Allen	swallen@srcity.org	707-543-3118

List Product(s) and/or Service(s) Used:
Project Year: 2023
Fleet: 34 Fixed Route Vehicles
Project Scope: CAD/AVL, Real-Time Passenger Information, Automated Voice Annunciator System, Automatic Passenger Counter System, UTA APC Analytics Software, Digital Vehicle Inspection (Pre- and Post-Trip), Basic Vehicle Tracking (Non-Revenue Vehicles), iOS/Android Rider App, Rider Communication via IVR (Call) and SMS (Text), Integration with Interior LED Signs, Integration with Destination Signs, Integration with Covert Emergency Alarm, Integration with GFI Farebox, LED Signage, LCD Signage, Manufacturer Installation of GMV System on New Vehicles (Gillig, New Flyer, Arboc)

Section 4: Designation of Confidential and Proprietary Information

The attached material submitted in response to this bid/proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats., as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
3.2 Technical Solutions – Service / Items Required	21-104	Descriptions of product/device function and design
3.3 Project Timeline	105-106	Descriptions of firm's process
3.4 Work Activities and Applicable Standards	107-124	Descriptions of firm's process and method

Your signature in Section 8 below indicates your agreement with the following statements:

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.

The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Agency Only:

☐ Section 5 is not applicable to this bid/proposal. If this box is checked, Bidder may skip to Section 6.

Section 5: Bidder Agreement: Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

Interested municipalities:

- Will contact the contractor directly to place orders referencing the state agency contract number; and
- Are responsible for receipt, acceptance, and inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision to participate in these services has no effect on awarding this contract.

Bidder: Please indicate your willingness to furnish the commodities or services to Wisconsin municipalities by checking the appropriate box below.

☒ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

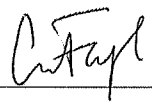
☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

A bidder in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal charges for municipalities.

Special Conditions (if applicable):
N/A

Section 6: Bidder Identification (Check all that apply)
☐ We are a CERTIFIED Minority Business Enterprise and are therefore eligible for the minority bidder preference [Wis. Stats.16.75(3m) (b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. However, implementation of this permissive preference is currently paused. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program at SupplierDiversity@wi.gov. **Does Not Apply to Printing Bids.**
☐ We are a CERTIFIED Disabled Veteran Owned Business and are therefore eligible for the disabled veteran owned business bidder preference [Wis. Stats.16.75(3m) (b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program at SupplierDiversity@wi.gov. **Does Not Apply to Printing Bids.**
☐ We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement at DoaDeoSbopPrograms@wi.gov.

Section 7: Bidder Certifications
Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are equal. Materials covered in our bid were manufactured in whole or in substantial part in the United States. ☒ Yes ☐ No ☐ Unknown
☒ We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor, that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor, that the above statement is accurate under penalty of perjury.
☒ We certify that we are not currently engaged in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.
☒ We certify that we are in compliance with applicable State of Wisconsin non-discrimination/affirmative action requirements as described in State Standard Terms and Conditions, form DOA-3054.
☒ We will comply with all terms, conditions and specifications required by the state in this Request for Bid/Proposal and all terms of our bid.

Section 8: Bidder Signature			
Name of Authorized Company Representative: Cristina Fanjul	Title: Business Development Manager	Phone: 909-957-5821	Fax: N/A
Signature of Above 	Date: 12/30/2025	Email: cristina.fanjul@gmv.com	

This document can be made available in alternate formats to individuals with disabilities upon request.

ATTACHMENT B – BIDDER'S LIST

Background

49 CFR Part 26.11 requires the Wisconsin Department of Transportation (WisDOT) to develop and maintain a list of firms that bid/quote on DOT-assisted contracts. All firms (prime contractors and subcontractors, including DBEs and non-DBEs) that bid or quote on DOT-assisted prime contracts and subcontracts must complete this form. This form should include subcontractors/subconsultants that contacted the prime expressing an interest to work as a subcontractor/subconsultant on the DOT assisted project.

Instructions

Vendors must complete and submit this form with all bids and/or proposals. Attach additional pages, as needed.

Terms/Definitions

Type of Work – List the type of work and/or all the work activities the firm is sought to perform in its bid.

NAICS Codes – List **all** North American Industry Classification System (NAICS) Codes applicable to the scope of work activities the firm is sought to perform in its bid. A NAICS Codes is available at https://www.naics.com/search/

Prime Contractor and Consultant - *Complete all data fields for the firm's majority owner.*

Name of Prime Contractor/Consultant:	GMV Syncromatics, CORP				
Contact Name:	Cristina Fanjul	**Annual Gross Receipts**		**DBE Status**	☐ Yes ☒ No
Email:	Cristina.fanjul@gmv.com	☐	Less than $500,000		
Phone:	909-957-5821	☐	$500,000 - $1 million		
Address: Include Zip Code	700 South Flower Street Suite 470 Los Angeles, CA 90017	☐	$1 million - $2 million	**Age of Firm:**	19 years
		☐	$2 million - $5 million	**Race:**	N/A
		☒	$5 million and above	**Gender:**	N/A
Type of Work:	Intelligent Transportation Systems, CAD/AVL, Digital Signage, Real-Time Passenger Information System, Transit Fleet Management Software				
NAICS Code(s):	541614, 517210				

Subcontractors and Subconsultants – *Complete all data fields for the Prime's subcontractors/subconsultants.*

List additional subcontractors/subconsultants on page 2.

Name of Subcontractor/Subconsultant:	Remix Technologies, LLC				
Contact Name:	Jonny Raggett	**Annual Gross Receipts**		**DBE Status**	☐ Yes ☒ No
Email:	Jonny.raggett@ridewithvia.com	☐	Less than $500,000		
Phone:	917.710.6634	☐	$500,000 - $1 million		
Address: Include Zip Code	114 5th Ave. 17th Floor New York, NY 10011	☐	$1 million - $2 million	**Age of Firm:**	N/A
		☐	$2 million - $5 million	**Race:**	N/A
		☒	$5 million and above	**Gender:**	N/A
Type of Work:	Scheduling and Planning Software, Software Publishers				
NAICS Code(s):	513210				

Bidders List (continued)

Subcontractors and Subconsultants – Complete all data fields for the Prime's subcontractors/subconsultants.

Name of Subcontractor/Subconsultant:					
Contact Name:		Annual Gross Receipts		DBE Status	☐ Yes ☐ No
Email:		☐	Less than $500,000		
Phone:		☐	$500,000 - $1 million		
Address: Include Zip Code		☐	$1 million - $2 million	Age of Firm:	
		☐	$2 million - $5 million	Race:	
		☐	$5 million and above	Gender:	
Type of Work:					
NAICS Code(s):					

Name of Subcontractor/Subconsultant:					
Contact Name:		Annual Gross Receipts		DBE Status	☐ Yes ☐ No
Email:		☐	Less than $500,000		
Phone:		☐	$500,000 - $1 million		
Address: Include Zip Code		☐	$1 million - $2 million	Age of Firm:	
		☐	$2 million - $5 million	Race:	
		☐	$5 million and above	Gender:	
Type of Work:					
NAICS Code(s):					

Name of Subcontractor/Subconsultant:					
Contact Name:		Annual Gross Receipts		DBE Status	☐ Yes ☐ No
Email:		☐	Less than $500,000		
Phone:		☐	$500,000 - $1 million		
Address: Include Zip Code		☐	$1 million - $2 million	Age of Firm:	
		☐	$2 million - $5 million	Race:	
		☐	$5 million and above	Gender:	
Type of Work:					
NAICS Code(s):					

9 ATTACHMENT C – SPECIFICATION REQUIREMENTS CHECKLIST

	Provided	Not Provided
1. Service Design Software		
1.1. Functional Requirements	☒	☐
1.1.1. The service design software shall facilitate route creation and design, including:	☒	☐
1.1.1.1. Turn by turn route shapes.	☒	☐
1.1.1.2. Stop locations.	☒	☐
1.1.1.3. Travel times between stops.	☒	☐
1.1.1.4. Identification of route timepoints.	☒	☐
1.1.1.5. The ability to create multiple patterns per route, where patterns may include regularly scheduled alternate schedules or route shapes.	☒	☐
1.1.1.6. The importing of census data layers and work with street geometry including non-navigable roads and road capacity.	☒	☐
1.1.1.7. Scheduled transfers between routes at locations beyond the downtown transfer center.	☒	☐
1.1.1.8. Assigned schedules by days of the week.	☒	☐
1.1.1.9. Calculation of milage and hours by type (revenue, dead head, etc.) of designed routes for reporting requirements.	☒	☐
1.1.1.10. Transfer timing optimization.	☒	☐
1.1.2. The software shall include route performance analysis features of existing, operating routes, including:	☒	☐
1.1.2.1. Data Import from Supervisory Software (see Section 2.x) of historic travel times of vehicles.	☒	☐
1.1.2.2. Data Import from Automatic Passenger Counters (see Section 3.x) by location and time.	☒	☐
1.1.2.3. Route performance by time and geography.	☒	☐
1.1.2.3.1. Performance metrics shall include ridership, operator hours, and mileage data.	☒	☐
1.1.2.4. In service and out of service time.	☒	☐
1.2. Performance Requirements	☒	☐
1.2.1. The service design software shall support a minimum of fifty (50) routes.	☒	☐
1.2.2. The service design software shall support a minimum of one hundred and fifty (150) stops per Route	☒	☐
1.2.3. The service design software shall support a minimum of one hundred (100) vehicles	☒	☐
1.2.4. Service design software shall have the ability to export schedules:	☒	☐
1.2.4.1. To System Supervisory Software	☒	☐
1.2.4.2. In static GTFS format compatible with Google's requirements	☒	☐
1.2.4.3. On a daily basis	☒	☐
1.2.4.4. As needed with an on-demand export function.	☒	☐
2. System Supervisory Software		

	Provided	Not Provided
2.1. Functional Requirements	☒	☐
2.1.1. GTFS Real Time Output shall conform to industry standards (Google's Live Transit Updates) including:	☒	☐
2.1.1.1. Data elements	☒	☐
2.1.1.2. Update Rate	☒	☐
2.1.1.3. Publication	☒	☐
2.1.2. Real-Time Vehicle Status	☒	☐
2.1.2.1. Vehicle Positioning for real-time vehicle status shall meet requirements per Section 8.	☒	☐
2.1.2.2. The Supervisory Software shall include a User Display	☒	☐
2.1.2.2.1. The user display shall be accessible from all agency workstations.	☒	☐
2.1.2.2.2. The user display shall display alert or error conditions if communication is lost (displayed with an icon color scheme) with a vehicle that has been logged in without a corresponding log out.	☒	☐
2.1.2.2.2.1. Authentication LDAP	☒	☐
2.1.2.2.3. The User Display shall include a Map including:	☒	☐
2.1.2.2.3.1. The most current received vehicle positions.	☒	☐
2.1.2.2.3.2. Updated vehicle locations at a rate of at least every five (5) seconds.	☒	☐
2.1.2.2.3.3. User controls including but not limited to panning and zooming of the map display.	☒	☐
2.1.2.2.3.4. Togglable layers of map content for visibility including:	☒	☐
2.1.2.2.3.4.1. Routes	☒	☐
2.1.2.2.3.4.2. Selectable map background including an option for a transportation base map and satellite image.	☒	☐
2.1.2.2.3.4.3. User definable landmarks (point data)	☐	☒
2.1.2.2.3.4.4. Vehicle Icons shall have selectable display features including:	☒	☐
2.1.2.2.3.4.4.1. Vehicle ID	☒	☐
2.1.2.2.3.4.4.2. Service Status	☒	☐
2.1.2.2.3.4.4.3. Driver ID	☒	☐
2.1.2.2.3.4.4.4. Compliance with route schedule and path	☒	☐
2.1.2.2.3.4.5. An historical playback function that shall include:	☒	☐
2.1.2.2.3.4.5.1. An historical date selector	☒	☐
2.1.2.2.3.4.5.2. An historical time selector	☒	☐
2.1.2.2.3.4.5.3. A vehicle ID selector	☒	☐
2.1.2.2.3.4.5.4. A driver ID selector	☐	☒
2.1.2.2.3.4.5.5. A route selector	☒	☐
2.1.2.2.3.4.5.6. The ability to allow to show vehicle position at the selected time and date.	☒	☐

	Provided	Not Provided
2.1.2.2.3.4.5.7.The ability to allow for playback speed of up to a minimum of 10x real time.	☒	☐
2.2. Performance Requirements	☒	☐
2.2.1. The system supervisory software shall include the ability to report data on a minimum of 100 vehicles.	☒	☐
2.2.2. The system supervisory software shall include the ability to report data on a minimum of 100 drivers.	☒	☐
2.2.3. The system supervisory software shall meet storage requirements in Section 10.	☒	☐
3. Automatic Passenger Counters (APC)		
3.1. Functional Requirements	☒	☐
3.1.1. The APC shall:	☒	☐
3.1.1.1. Count individual passenger boardings.	☒	☐
3.1.1.2. Count individual passenger alightings.	☒	☐
3.1.1.3. Count all passenger movements at the front vehicle door.	☒	☐
3.1.1.4. Count all passenger movements at the rear vehicle door.	☒	☐
3.1.1.5. Not interfere with passenger movements through vehicle doors.	☒	☐
3.1.2. The APC hardware shall use 12 VDC power, if powered from the vehicle.	☒	☐
3.1.3. The APC shall acquire current vehicle position from the Vehicle Location System as described in Section 8.	☒	☐
3.1.4. Data Management and Administration	☒	☐
3.1.4.1. The APC system shall store the following attributes for each detected passenger movement:	☒	☐
3.1.4.1.1. Movement type (board or alight).	☒	☐
3.1.4.1.2. Boarding/alighting date and time.	☒	☐
3.1.4.1.3. Boarding alighting location (as latitude/longitude).	☒	☐
3.1.4.1.4. Vehicle ID and route #.	☒	☐
3.1.4.2. The APC system shall store transaction attributes in a central database not located on the vehicle.	☒	☐
3.1.4.3. The APC shall compute current passenger load after each bus stop event (door open/close cycle).	☒	☐
3.1.4.4. The APC database shall store boarding alighting location (as numerical bus stop ID).	☒	☐
3.1.4.5. The APC system shall update the central database at maximum of five (5) minute intervals.	☒	☐
3.1.4.6. The central database shall store all boarding/alighting attributes for a minimum of seven (7) years.	☒	☐
3.1.4.7. The central database shall store granular real-time location data for a minimum of one (1) year	☒	☐
3.1.4.8. The central database shall be accessible from agency workstations.	☒	☐
3.1.4.9. The APC data shall be available through the Service Design Software.	☒	☐
3.1.4.10. The APC data shall be available through the System Supervisory Software.	☒	☐

	Provided	Not Provided
3.1.5. The APC system shall provide data query and extraction tools to allow agency staff to access and export data.	☒	☐
3.1.5.1. The database shall allow data to be queried by date.	☒	☐
3.1.5.2. The database shall allow data to be queried by time.	☒	☐
3.1.5.3. The database shall allow data to be queried by vehicle ID.	☒	☐
3.1.5.4. The database shall allow data to be queried by route ID.	☒	☐
3.1.5.5. The database shall allow data to be queried by trip ID.	☒	☐
3.1.5.6. The database shall allow data to be queried by location (through a lookup between latitude/longitude and named locations, such as bus stops).	☒	☐
3.1.5.7. The database shall export data as a comma separated value text file.	☒	☐
3.1.5.8. The database shall export data as a Microsoft Excel-compatible spreadsheet file.	☒	☐
3.1.5.9. Data access and export may be provided by Service Design Software or System Supervisory Software in lieu of dedicate tools for requirements.	☒	☐
3.1.5.10. The PC system may include a mapping display (dedicated not part of the Service Design Software or System Supervisory Software) for visualizing and analyzing data.	☒	☐
3.2. Performance Requirements	☒	☐
3.2.1. Environmental	☒	☐
3.2.1.1. The APC shall function as defined in the manufacturer's specifications between the temperatures of -20 to +60 C.	☒	☐
3.2.1.2. The APC shall function as defined in the manufacturer's specifications up to a non-condensing relative humidity level of 95 percent.	☒	☐
3.2.2. Accuracy	☒	☐
3.2.2.1. The APC shall adhere to the Federal Transit Administration's (FTA) requirements for one hundred (100) percent counts as required for NTD Reporting.	☒	☐
3.2.2.1.1. Less than two (2) percent of passenger counts shall be missed.	☒	☐
3.2.2.1.2. The APC shall report scheduled trips with no counts.	☒	☐
3.2.2.2. Upon installation the APC shall be validated per FTA guidelines in coordination with the FTA Validation Analyst representing Wausau Metro Ride.	☒	☐
4. On-Board Annunciator System		
4.1. Functional Requirements	☒	☐
4.1.1. Announcement Triggers	☒	☐
4.1.1.1. The Annunciator shall automatically play a message naming the upcoming stop name.	☒	☐
4.1.1.2. The Annunciator shall select a message based on vehicle direction of travel and next stop on the current route or landmark.	☒	☐
4.1.1.3. The Annunciator shall acquire position data from the vehicle location system as described in Section 8.	☒	☐
4.1.1.4. The Annunciator shall play the message as the vehicle is leaving the previous stop.	☒	☐
4.1.1.5. The Annunciator shall not announce a stop prior to passing the preceding stop.	☒	☐

	Provided	Not Provided
4.1.1.6. The pre-determined distances from the approaching stop used to trigger message playback may be configurable on a per-stop basis by agency personnel.	☒	☐
4.1.1.7. The annunciator may play a message to announce end of line.	☒	☐
4.2. Performance Requirements	☒	☐
4.2.1. Environmental	☒	☐
4.2.1.1. The system shall function as defined in the manufacturer's specifications between the temperatures of -20 to +60 C.	☒	☐
4.2.1.2. The system shall function as defined in the manufacturer's specifications up to a non-condensing relative humidity level of 95 percent.	☒	☐
4.2.1.3. Announcements shall be clearly audible above the background noise of vehicle operation and passenger conversation.	☒	☐
4.2.1.3.1. The Annunciator system shall include multiple speakers if needed to ensure clarity for all seating positions on the vehicle.	☒	☐
4.2.1.3.2. Annunciator system shall include automatic sound level adjustment based on vehicle load and time of day.	☐	☒
4.2.1.3.3. The Annunciator system shall have the ability to include optional announcements such as detours and service changes.	☒	☐
5. Driver Scheduling Software		
5.1. Functional Requirements	☒	☐
5.1.1. The system shall include the following functions:	☒	☐
5.1.1.1. Importing service definition from Service Design Software.	☒	☐
5.1.1.2. Generating driver work pieces consisting of:	☒	☐
5.1.1.2.1. Date	☒	☐
5.1.1.2.2. Route(s)	☒	☐
5.1.1.2.3. Service start and end times from service schedules	☒	☐
5.1.1.3. Automatically assigning vehicles to driver work pieces based on availability.	☒	☐
5.1.1.4. Allowing manual adjustments to vehicle assignments.	☒	☐
5.1.1.5. Allowing manual adjustments to driver assignments.	☒	☐
5.1.2. System shall store driver information details including:	☒	☐
5.1.2.1. Driver ID	☒	☐
5.1.2.2. Driver name	☒	☐
5.1.2.3. Driver phone number (for text message distribution)	☒	☐
5.1.2.4. Driver seniority	☒	☐
5.1.2.5. Driver medical exam expiration date	☒	☐
5.1.2.6. Driver License expiration date	☒	☐
5.1.2.7. Driver Commercial Driver's License (CDL) status	☒	☐
5.1.2.8. Driver Contact preference (mobile phone text or email)	☒	☐
5.1.2.9. Driver Email	☒	☐
5.1.3. Scheduling Parameters shall include:	☒	☐

	Provided	Not Provided
5.1.3.1. Per route vehicle restrictions	☒	☐
5.1.3.2. Per driver route restrictions/preferences	☐	☒
5.1.3.3. Driver CDL Status	☐	☒
5.1.3.4. Driver availability restrictions per route	☐	☒
5.1.3.5. Driver seniority preferences	☐	☒
5.1.3.6. Scheduled time off	☐	☒
5.1.3.7. Sick/unavailable real-time rescheduling	☐	☒
5.1.4. Schedule Publication	☒	☐
5.1.4.1. Driver schedules shall be available:	☒	☐
5.1.4.1.1. In a printable format (such as pdf).	☒	☐
5.1.4.1.2. As individual documents for each driver.	☒	☐
5.1.4.1.3. On a daily basis.	☒	☐
5.1.4.1.4. On a weekly basis.	☒	☐
5.1.4.2. Driver schedules shall be distributed via-preferred contact method.	☐	☒
5.1.4.2.1. Message Content shall include driver report time and routes assigned.	☒	☐
5.1.4.2.2. Messages shall be distributed by 2 PM the day before and assignment.	☒	☐
5.1.4.2.3. Message distribution list shall be taken from driver information details.	☒	☐
5.2. Performance Requirements	☒	☐
5.2.1. The driver scheduling software shall report number of drivers.	☒	☐
5.2.2. The driver scheduling software shall report number of routes.	☒	☐
5.2.3. The driver scheduling software shall report number of vehicles.	☒	☐
5.2.4. Schedule Update interval shall occur daily upon and manual edit/connection.	☒	☐
5.2.4.1. The system shall only send updates to relevant individuals.	☒	☐
6. CCTV Security System		
6.1. Functional Requirements	☒	☐
6.1.1. Communications Interface	☒	☐
6.1.1.1. The communications system shall provide a Wi-Fi Connection to retrieve data from the existing AngelTrax digital video recorder (DVR) on each equipped vehicle.	☒	☐
6.1.1.2. The communications interface shall not require modifications to the existing DVR.	☒	☐
6.1.1.3. The communications interface shall not require modifications to the AngelTrax viewing software.	☒	☐
6.1.1.4. Cellular Connection	☒	☐
6.1.1.4.1. A connection to the AngelTrax DVR and the Metro Ride office network may use a cellular connection.	☒	☐
6.1.1.4.2. If provided, the cellular connection shall use a cellular router common with other vehicle systems.	☒	☐

	Provided	Not Provided
6.1.1.4.3. If provided, the cellular router may support bandwidth limiting features to restrict the connection speed to the AngelTrax DVR.	☒	☐
6.1.1.5. External Wi-Fi Access Points	☒	☐
6.1.1.5.1. Performance Requirements	☒	☐
6.1.1.5.1.1. Data Transfer rates between the AngelTrax DVR unit and a Wi-Fi access point shall be as defined in Section 9.	☒	☐
6.1.1.5.1.2. Data Transfer rates between the AngelTrax DVR unit and the Metro Ride office network access point(s) when transferring date over cellular connections shall be as defined in Section 9.	☒	☐
7. On-Board Driver User Interface (UI)		
7.1. Functional Requirements	☒	☐
7.1.1. Physical	☒	☐
7.1.1.1. The display of the on-board UI shall meet the following requirements and features:	☒	☐
7.1.1.1.1. A minimum of 11 inches, measured diagonally	☐	☒
7.1.1.1.2. A minimum of 16-bit color resolution	☐	☒
7.1.1.1.3. Sufficient brightness to be readable in daylight conditions on board the vehicle.	☒	☐
7.1.1.1.4. User adjustable and auto adjustable brightness (night and day modes) with a minimum of ten (10) brightness levels	☒	☐
7.1.1.1.5. No reflection off vehicle windows such that it interferes with the driver's view of the exterior of the vehicle.	☒	☐
7.1.1.1.6. Touch sensitive display supporting three (3) point multitouch at a minimum.	☒	☐
7.1.1.1.7. Mounted UI to the vehicle that shall meet the following requirements:	☒	☐
7.1.1.1.7.1. UI mount ensures vibration transmitted to the unit does not exceed manufacturer's specifications.	☒	☐
7.1.1.1.7.2. The UI display visible to the driver without any portion of the screen obstructed.	☒	☐
7.1.1.1.7.3. The UI display's farthest touch sensitive portion no greater than 21 inches from center of the driver's seat.	☒	☐
7.1.1.1.7.4. The UI mounting does not block or otherwise interfere with any other vehicle controls or displays.	☒	☐
7.1.1.1.7.5. The UI mount provide mechanisms for power and data connections that include a retention mechanism that prevents unintentional disconnection.	☒	☐
7.1.1.1.8. The driver UI shall be powered from the vehicle's 12 VDC power supply.	☒	☐
7.1.2. Login and Authentication	☒	☐
7.1.2.1. The user interface shall present prompts for driver input during authentication.	☒	☐
7.1.2.2. The user interface shall prompt the driver to input:	☒	☐
7.1.2.2.1. Driver ID (as alphanumeric user ID).	☒	☐
7.1.2.2.2. Driver Password (as alphanumeric password).	☐	☒

	Provided	Not Provided
7.1.2.2.3. Vehicle ID (selected from list).	☐	☒
7.1.2.2.4. Route ID (selected from list).	☒	☐
7.1.2.3. The authentication function shall communicate in real time to authentication authority (Windows Azure services).	☐	☒
7.1.2.4. The authentication function shall provide a confirmation to the driver that authentication has been accepted or rejected by the authentication authority.	☐	☒
7.1.2.5. The authentication function shall validate Vehicle ID to prevent acceptance of invalid values.	☐	☒
7.1.2.6. The user interface shall provide a mechanism for drivers to log out of the system.	☒	☐
7.1.3. Fare Type Input	☒	☐
7.1.3.1. The user interface shall provide a fare type selection screen with distinct on-screen buttons and labels indicating corresponding fare types.	☒	☐
7.1.3.2. Once active, the fare type selection screen shall remain visible until another function is selected by the driver.	☒	☐
7.1.3.3. Passenger fare type shall be entered with a single button press on the user interface.	☒	☐
7.1.3.4. A minimum of ten (10) rider fare types shall be supported with the ability to update fare types administratively.	☒	☐
7.1.3.5. The user interface shall have a mechanism to "undo" the last entered passenger fare class and enter a new one.	☒	☐
7.1.4. Transfer Management	☒	☐
7.1.4.1. The Fare Type Input screen shall include buttons to record transfer activity.	☒	☐
7.1.4.1.1. The UI shall have a mechanism to record issuance of a paper transfer.	☒	☐
7.1.4.1.2. The UI shall have a mechanism to record receipt of a paper transfer.	☒	☐
7.1.5. Checklists	☒	☐
7.1.5.1. The UI shall include mileage on and off and the means to report out.	☒	☐
7.1.6. Communication with transit control center	☒	☐
7.1.6.1. The UI shall allow supervisors to send custom messages out to vehicles.	☒	☐
7.1.6.2. Messages from the transit control center	☒	☐
7.1.6.2.1. The UI shall allow driver access to "inboxes" that receive notifications specific to the driver and route as well as system-wide notifications.	☒	☐
7.1.6.2.2. Drivers shall be able to mark inbox messages as "read" to confirm receipt.	☒	☐
7.1.7. Future use cases	☒	☐
7.1.7.1. The UI shall allow for future expansion to paratransit operations.	☒	☐
7.2. Performance Requirements	☒	☐
7.2.1. 7.2.1. Hardware warranty shall be provided as defined in section 11.	☒	☐
7.2.2. Environmental requirements	☒	☐
7.2.2.1. The UI shall function as defined in the manufacturer's specifications between the temperatures of -20 to +60 C.	☒	☐

	Provided	Not Provided
7.2.2.2. The UI shall function as defined in the manufacturer's specifications up to a non-condensing relative humidity level of 95 percent.	☒	☐
7.2.3. The UI shall prompt the driver for login credentials no later than 15 seconds from a cold start (engine off) of the vehicle	☐	☒
8. Vehicle Location System (VLS)		
8.1. Functional Requirements	☒	☐
8.1.1. General	☒	☐
8.1.1.1. The VLS shall integrate with the other tools described in Sections 2, 3, 4, 7, and 10.	☒	☐
8.1.1.2. The VLS shall determine vehicle position.	☒	☐
8.1.1.3. The VLS shall have an external antenna for the GPS/GNSS receiver.	☒	☐
8.1.1.4. The VLS shall transmit location data via a cellular data connection on the vehicle.	☒	☐
8.1.1.5. The VLS shall use 12 VDC power supplied by the vehicle electrical system.	☒	☐
8.1.2. Data	☒	☐
8.1.2.1. The VLS shall store information consistent with requirements listed in section 10.	☒	☐
8.1.2.2. The VLS shall store information in a central database not located on the vehicle.	☒	☐
8.1.2.2.1. The VLS shall store (or shall combine with Driver User Interface Data):	☒	☐
8.1.2.2.1.1. Date, time, and driver ID for driver log in.	☒	☐
8.1.2.2.1.2. Date, time, and driver ID for driver log out.	☒	☐
8.1.2.2.1.3. Date, time, and driver ID for in-service checklist completion.	☒	☐
8.1.2.2.1.4. Latitude and Longitude for each position update transmitted from the vehicle.	☒	☐
8.1.2.3. The VLS shall make vehicle location information accessible from agency work-stations (see section 2).	☒	☐
8.1.3. The VLS shall provide on-time performance reports with the following:	☒	☐
8.1.3.1.1. Ability to define an "on time" window (positive or negative time offset from scheduled time of arrival at a stop).	☒	☐
8.1.3.1.2. Ability to query number of late, on-time, and missed timepoint occurrences by route, date, trip, stop, driver ID, and vehicle ID.	☒	☐
8.1.4. The VLS shall communicate to remote systems using the communications system described in Section 9.	☒	☐
8.2. Performance Requirements	☒	☐
8.2.1. The VLS shall be capable of providing position updates a minimum of once every ten (10) seconds.	☒	☐
8.2.2. The VLS shall acquire sufficient satellite signals to provide a vehicle position accurate to within 10 meters within four minutes of a cold start.	☒	☐
8.2.3. The VLS shall provide vehicle position accurate to within 10 meters within one minute of a warm start.	☒	☐
9. Communication System		
9.1. Functional Requirements	☒	☐

	Provided	Not Provided
9.1.1. The communications system shall include a Wi-Fi interface for connections to Metro Ride or other City of Wausau access points.	☒	☐
9.1.1.1.1. The Wi-Fi connection shall support 802.11ac as a minimum connection standard.	☒	☐
9.1.1.1.2. The Wi-Fi connection shall support WPA3.	☒	☐
9.1.1.1.3. The Wi-Fi connection shall support centrally managed authentication for connections to access points	☒	☐
9.1.1.1.4. The Wi-Fi connection shall support data connections to:	☒	☐
9.1.1.1.4.1. The driver user interface (UI).	☒	☐
9.1.1.1.4.2. The Automatic Passenger Counter system.	☒	☐
9.1.1.1.4.3. The on-board digital video recorder.	☒	☐
9.1.1.1.4.4. The annunciator system.	☒	☐
9.1.1.1.4.5. Connections to other systems may be through a central on-board unit or directly to individual system controllers.	☒	☐
9.1.2. The communication system shall include a cellular connection.	☒	☐
9.1.2.1. The cellular connection shall support 5G (NR) connections.	☒	☐
9.1.2.2. The cellular connection shall support fall back to 4G connections.	☒	☐
9.1.2.3. The Wi-Fi connection shall support data connections to:	☒	☐
9.1.2.3.1. The driver user interface (UI).	☒	☐
9.1.2.3.2. The Automatic Passenger Counter system.	☒	☐
9.1.2.4. The cellular connection may support connections to	☒	☐
9.1.2.4.1. The on-board digital video recorder.	☒	☐
9.1.2.4.2. The annunciator system.	☒	☐
9.1.2.5. Connections to other systems may be through a central on-board unit or directly to individual system controllers.	☒	☐
9.2. Performance Requirements	☒	☐
9.2.1. Wi-Fi Connection	☒	☐
9.2.1.1. The Wi-Fi connection shall support minimum data rate of 500 Mbit/second.	☒	☐
9.2.1.2. The Wi-Fi connection shall demonstrate data throughput of a minimum of 100 Mbit/second between a vehicle and access point at any location inside the Metro Ride garage.	☒	☐
9.2.2. Cellular Connection	☒	☐
9.2.2.1. The cellular connection shall provide coverage with at least 1 Mbit/Second over 98 percent of the existing Metro Ride routes.	☒	☐
10. Data Management		
10.1. Data Storage	☒	☐
10.1.1. Data shall be stored in a central database accessible from agency workstations SQL server.	☒	☐
10.1.2. Backup and recovery	☒	☐

	Provided	Not Provided
10.1.2.1. Vendor shall supply a data backup and recovery process description to the City	☒	☐
10.1.2.1.1. Backup and recovery processes shall be implemented such that there is no data loss in the event of storage malfunctions, failure, or malicious action.	☒	☐
10.2. Data Retention	☒	☐
10.2.1. All data collected shall be stored for a minimum of seven years with the exception of granular real-time location data which shall be stored for a minimum of one (1) year	☒	☐
10.3. The database shall provide data query and extraction tools to allow agency staff to access and export data:	☒	☐
10.3.1.1. The database shall allow data to be queried by date.	☒	☐
10.3.1.2. The database shall allow data to be queried by time.	☒	☐
10.3.1.3. The database shall allow data to be queried by vehicle ID.	☒	☐
10.3.1.4. The database shall allow data to be queried by driver ID.	☒	☐
10.3.1.5. The database shall allow data to be queried by route.	☒	☐
10.3.1.6. The database shall allow data to be queried by location.	☒	☐
10.3.1.7. The database shall allow data to be exported as a comma separated value text file.	☒	☐
10.3.1.8. The VLS database shall export data as a Microsoft Excel-compatible spread-sheet file.	☒	☐
10.3.1.9. The database shall allow for the creation and export of custom operations reports by agency staff.	☒	☐
10.4. Data Access Control	☒	☐
10.4.1. Data access shall be controlled via City of Wausau's existing Windows Azure services.	☒	☐
10.4.2. Authentication	☒	☐
10.5. Data Security and Access Protection	☒	☐
10.5.1. Data and access shall be restricted to authenticated users.	☒	☐
11. Operations and Maintenance Requirements		
11.1. Warranty Period	☒	☐
11.1.1. All system components shall be warranted for a period of a minimum of three (3) years.	☒	☐
11.1.2. The warranty shall cover all failures due to any defects in materials or workmanship of devices, software, and services.	☒	☐
11.1.3. The Contractor shall be responsible for any failures due to installation techniques or materials.	☒	☐
11.1.4. Warranty period shall commence upon acceptance.	☒	☐
11.1.5. Updates to system software shall be included as a service during the warranty period.	☒	☐
11.1.6. A minimum of an additional two (2) years shall be available for purchase as part of the initial contracting process.	☒	☐

	Provided	Not Provided
11.1.7. If the Contractor intends to terminate support services during the warranty period, a transition plan shall be supplied that ensures continuity of service for all participating agencies.	☒	☐
11.2. Operational Services	☒	☐
11.2.1. Any system services (hosting, cloud storage, etc.) shall be included in the system cost for a period of three (3) years.	☒	☐
11.2.2. A minimum of an additional two (2) years shall be available for purchase as part of the initial contracting process.	☒	☐
11.2.3. If the Contractor intends to terminate operational services during the contract period, a transition plan shall be supplied that ensures continuity of service for all participating agencies.	☒	☐
11.3. Data Access	☒	☐
11.3.1. All system operational data shall be:	☒	☐
11.3.1.1. Accessible by agency staff.	☒	☐
11.3.1.2. Exportable in a comma or tab separated text format such as CSV or TSV.	☒	☐
11.3.1.3. Available for the duration of the contract.	☒	☐
11.3.1.4. Accessible from the respective offices of participating agencies.	☒	☐
11.4. Required Support Services	☒	☐
11.4.1. The Contractor shall be the contact for technical support.	☒	☐
11.4.2. The Contractor shall provide a single point of contact for all support requests.	☒	☐
11.4.3. Support contact shall be available via telephone.	☒	☐
11.4.4. Support contact shall be available via e-mail.	☒	☐
11.4.5. Support contact shall be available via an on-line, web-based issue reporting (ticketing) system.	☒	☐
11.4.6. The Contractor shall provide a minimum stock of spare components equal to ten (10) percent of the project total or one additional unit of each component, whichever is greater.	☒	☐
11.4.7. The Contractor shall provide on-site device service or replacement during the warranty period.	☒	☐
11.5. Support Response Periods	☒	☐
11.5.1. Technical support shall be available on a 7-day per week, 24 hour-per day basis.	☒	☐
11.5.2. Support shall be available 365 days per year, except leap years, when 366 days will be available.	☒	☐
11.5.3. All technical support requests shall be responded to within one (1) business hour.	☒	☐
11.5.4. Any issues that result in delay or suspension of service shall be resolved within three (3) hours.	☒	☐
11.5.5. Any issues that result in the inability to process payments shall be resolved within eight (8) hours.	☒	☐
11.6. Training Requirements	☒	☐
11.6.1. Training Materials	☒	☐

	Provided	Not Provided
11.6.1.1. Written training materials shall be provided a minimum of 1 week in advance of system installation.	☒	☐
11.6.1.2. Contractor shall provide training syllabi for each user group prior to scheduling training sessions.	☒	☐
11.6.1.3. Contractor shall provide online training materials for all user groups for use at any point during the support period.	☒	☐
11.6.1.4. Contractor may provide written materials to supplement Wausau Metro Ride's Operator's Manual.	☒	☐
11.6.2. Training Sessions	☒	☐
11.6.2.1. In-person training shall be specific to the parts of the system each user group will interact with.	☒	☐
11.6.2.2. Contractor shall provide:	☒	☐
11.6.2.2.1. Training for customer support (call taking and dispatching staff)	☒	☐
11.6.2.2.2. Training for supervisor staff	☒	☐
11.6.2.2.3. Training for drivers	☒	☐
11.6.2.2.4. Training for vehicle maintenance staff	☒	☐
11.6.2.2.5. Training syllabi for each user group prior to scheduling training sessions	☒	☐
11.6.2.3. A minimum of one primary and one make-up training session shall be scheduled for each user group over a period of not less than two days.	☒	☐
11.6.3. Training Content	☒	☐
11.6.3.1. Instructions for hardware installation shall be included	☒	☐
11.6.3.2. All functional aspects of the system shall be described in training materials.	☒	☐
11.6.3.3. Training materials shall be supplied as both physical and electronic versions.	☒	☐
11.6.3.4. Training materials shall be organized for each functional group:	☒	☐
11.6.3.4.1. Customer service agents	☒	☐
11.6.3.4.2. Vehicle drivers	☒	☐
11.6.3.4.3. System administrators	☒	☐
11.6.3.4.4. Accounting and financial staff	☒	☐
11.6.3.4.5. Maintenance staff	☒	☐
11.6.3.5. A minimum of two live training session shall be conducted for each of the functional groups.	☒	☐
11.6.3.6. Training shall include training for software functions.	☒	☐
11.6.3.7. Training shall include demonstrations for specific work tasks.	☒	☐

9.1 Exceptions

Requirement 2.1.2.2.2.1 Authentication LDAP

Explanation: GMV plans to support Authentication for Microsoft Azure by Q3 of 2026 but want to be transparent that this functionality does not currently exist. According to the Wausau CAD-AVL Questions and Responses document, GMV understands this functionality to be "preferred", and we will keep Metro Ride apprised about this feature's development and release.

Requirement 2.1.2.2.3.4.3 User definable landmarks (point data)

Explanation: GMV does not currently support user defined landmarks on our Dispatch Map interface. We utilize OpenStreetMap to inform our Dispatch Map with a custom user interface designed for ease of use for your staff. If this feature is determined to be critical to Metro Ride's operations, we will meet with your team to discuss feature details and the possibility of adding it to GMV's product roadmap.

Requirement 2.1.2.2.3.4.5.4 A driver ID selector

Explanation: GMV's historical playback function, the Route Playback report, does not currently support the ability to select a driver ID. We do offer other reports that can be used in combination with Route Playback to view the route as driven by a specific driver. If this feature is determined to be critical to Metro Ride's operations, we will meet with your team to discuss feature details and the possibility of adding it to GMV's product roadmap.

Requirement 4.2.1.3.3 Annunciator system shall include automatic sound level adjustment based on vehicle load and time of day.

Explanation: GMV's Automated Voice Annunciator system does not currently automatically adjust the sound level. Instead, we offer driver's the functionality to manually adjust the annunciator volume (with a volume floor and ceiling configured by Metro Ride administrative staff). If this feature is determined to be critical to Metro Ride's operations, we will meet with your team to discuss feature details and the possibility of adding it to GMV's product roadmap.

Requirement 5.1.3.2 Per driver route restrictions/preferences

Explanation: This feature is currently not available but is on Remix's product roadmap. As this roadmap features is developed and made available, we look forward to sharing more information about deployment with Metro Ride. We would also be happy to discuss the possibility of adding Metro Ride to our list of Remix partners who help beta test forthcoming features.

Requirement 5.1.3.3 Driver CDL Status

Explanation: This feature is currently not available but is on Remix's product roadmap. As this roadmap features is developed and made available, we look forward to sharing more information about deployment with Metro Ride. We would also be happy to discuss the possibility of adding Metro Ride to our list of Remix partners who help beta test forthcoming features.

Requirement 5.1.3.4 Driver availability restrictions per route

Explanation: This feature is currently not available but is on Remix's product roadmap. As this roadmap features is developed and made available, we look forward to sharing more information about deployment with Metro Ride. We would also be happy to discuss the possibility of adding Metro Ride to our list of Remix partners who help beta test forthcoming features.

Requirement 5.1.3.5 Driver seniority preferences

Explanation: This feature is currently not available but is on Remix's product roadmap. As this roadmap features is developed and made available, we look forward to sharing more information about deployment with Metro Ride. We would also be happy to discuss the possibility of adding Metro Ride to our list of Remix partners who help beta test forthcoming features.

Requirement 5.1.3.6 Scheduled time off

Explanation: This feature is currently not available but is on Remix's product roadmap. As this roadmap features is developed and made available, we look forward to sharing more information about deployment with Metro Ride. We would also be happy to discuss the possibility of adding Metro Ride to our list of Remix partners who help beta test forthcoming features.

Requirement 5.1.3.7 Sick/unavailable real-time rescheduling

Explanation: This feature is currently not available but is on Remix's product roadmap. As this roadmap features is developed and made available, we look forward to sharing more information about deployment with Metro Ride. We would also be happy to discuss the possibility of adding Metro Ride to our list of Remix partners who help beta test forthcoming features.

Requirement 5.1.4.2 Driver schedules shall be distributed via-preferred contact method

Explanation: This feature is currently not available but is on Remix's product roadmap. As this roadmap features is developed and made available, we look forward to sharing more information about deployment with Metro Ride. We would also be happy to discuss the possibility of adding Metro Ride to our list of Remix partners who help beta test forthcoming features.

Requirement 7.1.1.1.1 A minimum of 11 inches, measured diagonally

Explanation: GMV provides a standard 10" driver touchscreen display. Per the Wausau CAD-AVL Questions and Responses document, GMV understands that Metro Ride is open to a 10" touchscreen.

Requirement 7.1.1.1.2 A minimum of 16-bit color resolution

Explanation: GMV's standard driver touchscreen display supports 8-bit color resolution. To date, our driver UI has not required a higher color resolution.

Requirement 7.1.2.2.2 Driver Password (as alphanumeric password)

Explanation: GMV has designed our Driver User Interface to be user-friendly and impose as few barriers as possible to bus operators. In our experience, we have found a direct correlation between reducing user friction and habitual use of the system. The current workflow for operators to sign into the Driver UI onboard a vehicle is:

1. Driver selects their name from a pre-populated list
2. Driver selects their run from a pre-populated list
3. Driver selects their trip from a pre-populated list

To date, GMV has not received feedback or concerns about security issues utilizing our onboard Driver UI. If a driver mistakenly signs into their route as another operator, they can easily correct their error locally and / or Dispatch can correct the error remotely. If Metro Ride has specific concerns that require drivers to enter a password onboard a vehicle to access the Driver UI, we will meet with your team to discuss this matter further.

Requirement 7.1.2.2.3 Vehicle ID (selected from list)

Explanation: The GMV Hub Vehicle Logic Unit will be securely installed inside the vehicle's cabinet and will be assigned to a specific vehicle during initial configuration. The VLU will remain installed in that vehicle and thus does not require a bus operator to select the Vehicle ID from a list. If a VLU ever needs to be transferred to another vehicle, GMV staff can easily re-assign the device.

Requirement 7.1.2.3 The authentication function shall communicate in real time to authentication authority (Windows Azure services).

Explanation: Bus operators are not required to enter a password when signing into the Driver User Interface, therefore authentication via Windows Azure services is not part of the sign-in workflow.

To date, GMV has not received feedback or concerns about security issues utilizing our onboard Driver UI. If Metro Ride has specific concerns that require drivers to enter a password onboard a vehicle to access the Driver UI, we can discuss this matter further.

Requirement 7.1.2.4 The authentication function shall provide a confirmation to the driver that authentication has been accepted or rejected by the authentication authority.

Explanation: Bus operators are not required to enter a password when signing into the Driver User Interface, therefore authentication via Windows Azure services is not part of the sign-in workflow. Drivers will know they have successfully signed in when they are taken to the home screen on the Driver UI.

To date, GMV has not received feedback or concerns about security issues utilizing our onboard Driver UI. If Metro Ride has specific concerns that require drivers to enter a password onboard a vehicle to access the Driver UI, we can discuss this matter further.

Requirement 7.1.2.5 The authentication function shall validate Vehicle ID to prevent acceptance of invalid values.

Explanation: Bus operators are not required to enter a password when signing into the Driver User Interface, therefore authentication via Windows Azure services is not part of the sign-in workflow. The GMV Hub vehicle logic unit will be assigned to a specific vehicle, so Vehicle ID validation is not required.

To date, GMV has not received feedback or concerns about security issues utilizing our onboard Driver UI. If Metro Ride has specific concerns that require drivers to enter a password onboard a vehicle to access the Driver UI, we can meet to discuss this matter further.

Requirement 7.2.3 The UI shall prompt the driver for login credentials no later than 15 seconds from a cold start (engine off) of the vehicle

Explanation: The UI will prompt the driver for login credentials approximately 60 seconds from a cold start.

10 ATTACHMENT D – PRICING PROPOSAL

As outlined in the RFP, the Pricing Proposal has been submitted as a separate document.

Federal Clauses

for

Federal Contracts

Prepared by the Wisconsin Department of Transportation Bureau of Transit, Local Roads, Railroads and Harbors

Date: May 21, 2024

Table of Contents

Overview: All Federal Clauses in this document apply to this solicitation and subsequent award, in addition to the *Terms and Conditions* specified in this solicitation. By submitting a response to this solicitation, the Bidder is agreeing to all Federal Clauses included in this document.

Instructions: Review all the Federal Clauses and sign the Federal Clauses that require a "Bidder Signature". Bidders must attach this Federal Clauses document to the bid submission, along with the required signatures specified in the table below.

No.	TITLE	BIDDER SIGNATURE REQUIRED
1	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	-
2	**LOBBYING**	**YES**
3	**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**	**YES**
4	**TAX LIABILITY CERTIFICATION**	**YES**
5	**PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**	**YES**
6	NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)	-
7	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	-
8	FLY AMERICA REQUIREMENTS	-
9	CHARTER BUS REQUIREMENTS	-
10	SCHOOL BUS REQUIREMENTS	-
11	CARGO PREFERENCE REQUIREMENTS	-
12	SEISMIC SAFETY REQUIREMENTS	-
13	ENERGY CONSERVATION REQUIREMENTS	-
14	CLEAN WATER REQUIREMENTS	-
15	ACCESS TO RECORDS AND REPORTS	-
16	FEDERAL CHANGES	-
17	BONDING REQUIREMENTS	-
18	CLEAN AIR	-
19	RECYCLED PRODUCTS	-
20	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	-
21	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	-
22	EQUAL EMPLOYMENT OPPORTUNITY	-
23	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	-
24	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	-
25	TERMINATION	-
26	PRIVACY ACT	-
27	CIVIL RIGHTS REQUIREMENTS	-
28	BREACHES AND DISPUTE RESOLUTION	-
29	PATENT AND RIGHTS IN DATA	-
30	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	-

31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	-
32	DRUG AND ALCOHOL TESTING	-
33	SAFE OPERATION OF MOTOR VEHICLES	-
34	ADA ACCESS	-
35	VETERANS EMPLOYMENT	-
36	FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES	-
37	TRAFFICKING IN PERSONS	-
38	SOLID WASTES (RECOVERED MATERIALS)	-

1. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

Federal grant monies ($XXXX) fund this contract, in whole or in part (Section 53XX – CFDA 20.XX). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over $150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: http://www.nationalrtap.org/ .

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2. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for Third Party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

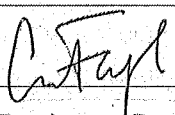
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, GMV Syncromatics, CORP. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any

Date	12/30/2025
Name of Contractor's Authorized Official	Cristina Fanjul
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Business Development Manager
Company Name	GMV Syncromatics, CORP.

3. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

CFR part 180
CFR part 1200
CFR § 200.213
CFR part 200 Appendix II (I) Executive Order 12549
Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

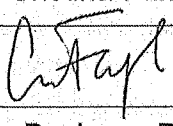
A. Debarred from participation in any federally assisted Award;
B. Suspended from participation in any federally assisted Award;
C. Proposed for debarment from participation in any federally assisted Award;
D. Declared ineligible to participate in any federally assisted Award;
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined

by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date	12/30/2025
Name of Contractor's Authorized Official	Cristina Fanjul
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Business Development Manager
Company Name	GMV Syncromatics, CORP.

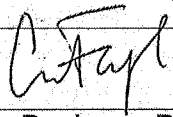
4. TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Date	12/30/2025
Name of Contractor's Authorized Official	Cristina Fanjul
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Business Development Manager
Company Name	GMV Syncromatics, CORP.

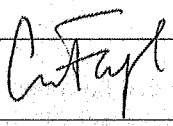
5. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Section 889

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

(a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or

(b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Date	12/30/2025
Name of Contractor's Authorized Official	Cristina Fanjul
Signature of Contractor's Authorized Official	
Title of Contractor's Authorized Official	Business Development Manager
Company Name	GMV Syncromatics, CORP.

6. NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

4) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

5) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

6) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has

knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Applicability to Contracts: The Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all U.S. DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level ($10,000 except for construction contracts over $2,000).

Clause Language

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* . The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT's DBE transit goal for **FFY 2023-2025 is 1.61%**. For this procurement, a separate contract specific goal (check one)

has ☐ % Or Has not ☑

b. The **RECIPIENT**, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **RECIPIENT** deems appropriate, which may include, but is not limited to:

i. Withholding monthly progress payments
ii. Assessing sanctions
iii. Liquidated damages, and/or

iv. Disqualifying the contractor from future bidding as non-responsible.

c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.

d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.

e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor.

The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.

f. The contractor will be required to report its DBE participation obtained throughout the period of performance.

g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **RECIPIENT** to use a DBE subcontractor (or an approved substitute DBE firm) without the **RECIPIENT's** prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.

i. The contractor may provide written consent only if the **RECIPIENT** agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:

I. The listed DBE subcontractor fails or refuses to execute a written contract.
II. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
III. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
IV. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
V. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
VI. **RECIPIENT** determined that the listed DBE subcontractor is not a responsible contractor;
VII. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
VIII. The listed DBE is ineligible to receive DBE credit for the type of work required;
IX. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
X. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE

contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and the reason for the request.

Commercially Useful Function Monitoring

Per 49 CFR 26.55 A DBE performs a commercially useful function (CUF) when the DBE is responsible for execution of their work under the contract and the DBE is carrying out its responsibilities by actually performing, managing, and supervising their work. A DBE firm does not perform a CUF if the DBE role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

On federal aid contracts, the signature of the Project Manager on the DT1582 Completion Certificate serves as certification that the Project Engineer and/or project staff effectually monitored the DBE work performance and contract records to verify that the DBE firms were responsible for the execution of their work under the contract having performed a CUF.

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8. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately

explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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9. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts. Applicability to

Micro-Purchases: Micro-purchases are defined as those purchases under $10,000.
These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.

Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

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10. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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11. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials,

or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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12. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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13. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
2 CFR Part 1201

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all Third-Party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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14. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water –

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding $50,000 financed in whole or in part with Federal assistance provided by FTA.

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15. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also

agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).

G. FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) ($250,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
Contracts above $100,000/Capital Projects	None unless[1] non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru[2] 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non- competitive award
Non-State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) ($250,000)	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
Contracts above $100,000/Capital Projects	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority:49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

16. FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

17. BONDING REQUIREMENTS

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding $250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

1) 50% of the contract price if the contract price is not more than $1 million;

2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or

3) $2.5 million if the contract price is more than $5 million.

D. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in Third Party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

A. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and

listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

B. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by **(Recipient)** as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and **(Recipient's)** total damages, so as to make **(Recipient)** whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

A. Performance bonds

1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the **(Recipient)** determines that a lesser amount would be adequate for the protection of the (Recipient).

2) The **(Recipient)** may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

B. Payment bonds

1) The penal amount of the payment bonds shall equal:

i. Fifty percent of the contract price if the contract price is not more than $1 million.

ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

iii. Two and one half million if the contract price is more than $5 million.

2) If the original contract price is $5 million or less, the **(Recipient)** may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the **(Recipient's)** interest.

A. The following situations may warrant a performance bond:

1) **(Recipient)** property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2) A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3) Substantial progress payments are made before delivery of end items starts.

4) Contracts are for dismantling, demolition, or removal of improvements.

B. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2) The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

C. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

D. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1) The penal amount of payment bonds shall equal:

i. Fifty percent of the contract price if the contract price is not more than $1 million;

ii. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

A. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents.

All work not so conforming to these standards shall be considered defective. If required by the **[Project Manager],** the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty

workmanship during the period of the guarantee at no cost to **(Recipient).** As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment **[as provided in Item X below],** furnish separate Maintenance (or Guarantee) Bonds in form acceptable to **(Recipient)** written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract.

These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

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18. CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed $150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

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19. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language - Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)

(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding

The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project).

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC

3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than $100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language - Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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22. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over

$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language:

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,

B. Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,

C. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and

D. Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

A. Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
   1. Race,
   2. Color,
   3. Religion,
   4. National origin,
   5. Disability,
   6. Age,
   7. Sexual origin,
   8. Gender identity, or
   9. Status as a parent, and

B. Affirmative Action. Take affirmative action that includes, but is not limited to:
   1. Recruitment advertising, recruitment, and employment,
   2. Rates of pay and other forms of compensation,
   3. Selection for training, including apprenticeship, and upgrading, and
   4. Transfers, demotions, layoffs, and terminations, but

C. Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and **Equal Employment Opportunity Requirements for Construction Activities.**

In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third-Party Participant will comply, with:

A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. chapter 60, and

B. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

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23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable,

the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal

Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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25. TERMINATION

2 CFR Part 1201
2 CFR 200

FTA Circular 4220.1F

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

A. Termination for Convenience (General Provision) The **(Recipient)** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to **(Recipient)** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **(Recipient),** the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

B. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **(Recipient)** may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the **(Recipient)** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure (General Provision) The **(Recipient)** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

   If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within **[ten (10) days]** after receipt by Contractor of written notice from **(Recipient)** setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that **(Recipient)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **(Recipient)** shall not limit **(Recipient)'s** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

E. Termination for Convenience (Professional or Transit Service Contracts) The **(Recipient),** by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

F. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

G. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the **(Recipient),** protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and **(Recipient)** shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the **(Recipient).**

H. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the

fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, **within [10] days** from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the **(Recipient),** the delay is excusable, the time for completing the work shall be extended. The judgment of the **(Recipient)** shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

   If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

I. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

   If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

   If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

J. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the **(Recipient),** or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

   If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

   If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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26. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each Third Party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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27. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

The following requirements apply to the underlying contract:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

   1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all

applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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28. BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA Third Party contracts.

A. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within **[ten (10)]** days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide be the decision.

B. **Performance During Dispute** - Unless otherwise directed by **(Recipient),** Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

E. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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29. PATENT AND RIGHTS IN DATA

2 CFR Part 1201

37 CFR Part 401
49 CFR Part 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

(1) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained.

If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

1) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

2) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases, except for construction contracts over $2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection

(1) however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a) or

(2) for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases, except for construction contracts over $2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements.

A. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655.

B. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules.

C. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses - Drug and Alcohol Testing

The contractor agrees to:

A. Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".

B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.

C. Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

33. SAFE OPERATION OF MOTOR VEHICLES
23 U.S.C. part 402
Executive Order No. 13043 Executive Order No. 13513
U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded Third Party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each Third Party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each Third Party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its Third Party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all Third Party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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34. ADA ACCESS
49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under $10,000. These requirements do not apply to micro-purchases; except for construction contracts over $2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all Third Party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made

in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

35. VETERANS EMPLOYMENT

FTA Circular 4220.1F (Chapter IV) 49 USC §5325(K)

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

36. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The **AGENCY** and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the **AGENCY**, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.

Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

37. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

A. Engage in severe forms of trafficking in persons during the Contract Term;

B. Procure a commercial sex act during the Contract Term; or

C. Use forced labor in the performance of the Contract. Contractor shall inform **AGENCY** immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. **AGENCY** may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the **AGENCY**

38. SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

ATTACHMENT E – AFFIDAVIT OF NON-COLLUSION

Solicitation Number 25-1019

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);

2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and

4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: Cristina Laraine Fanjul

Cristina Laraine Fanjul

Date: 12/30/2025

Name of Firm or Entity: GMV Syncromatics, CORP.

Subscribed and sworn to me this 30th date of December, 2025

Broward Florida

Signed Notary Public: Anna Petitjean Anna Petitjean

My Commission Expires: 06/12/2029

Commented [JC1]: Will Wausau require this to be signed by a Notary Public?

ANNA PETITJEAN
Notary Public - State of Florida
Commission # HH687075
Expires on June 12, 2029

Notarized remotely online using communication technology via Proof.

City of Wausau CAD/AVL Hardware, Software, and Professional Services

Instructions: This form must be complete by marking the check boxes shown below. By marking these boxes, you are acknowledging compliance with these items. Omission of any required materials may result in the rejection of your Bid.

Cover Letter	☒ Included
Project Understanding	☒ Included
Statement of Work	☒ Included
Financial Stability Documentation	☒ Included
Minimum Vendor Experience (3 Project Examples & 3 References	☒ Included
Qualified Resources (Team Member Resumes)	☒ Included
Attachment A – Bidder Required Form	☒ Included
Attachment B – Bidders List	☒ Included
Attachment C – Specification Requirements Checklist	☒ Included
Attachment D – Pricing Proposal	☒ Included
Attachment E – Federal Clauses Non-Vehicles	☒ Included
Attachment F – Affidavit of Non-Collusion	☒ Included
Attachment G – Bidder Response Checklist	☒ Included
Redacted Proposal Submission (optional)	
A redacted proposal submission is optional upon the Proposers discretion.	☒ Included

GMV Syncromatics, CORP

Vendor Name

Authorized Signature

12/30/2025
Date

Metro Ride CAD/AVL Procurement

Baseline Conditions Report

Final Version 1.0

Wausau Metro Ride

Prepared by:

SRF

Date: May 2024

SRF No. 16897.00

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Chapter 1 Introduction

The City of Wausau, Wisconsin's transit division, Metro Ride, is undertaking procurement of a computer-aided dispatch and automatic vehicle location (CAD-AVL) system and exploring other technology opportunities. Metro Ride currently does not have these systems in place. This document details the baseline conditions of the system and its processes related to operations, data management, fare management, security, and communication as relevant to procurement of a CAD-AVL system.

The baseline conditions are organized into four chapters. Chapter 1 introduces the technology procurement project. Chapter 2 summarizes existing Metro Ride service including the system's routes, fleet, facilities, and staffing. Chapter 3 investigates the back-end systems for providing transit service including data management and reporting, cash management, ticketing, security, and communications. Chapter 4 concludes with preliminary identification of needs and goals.

1.1 Purpose

This baseline conditions document sets the stage for identifying the CAD-AVL and other technology needs and wants of Metro Ride. The details may exceed the extent of technology Metro Ride will imminently procure and so set the stage for future technology procurement beyond this project. For example, implementation of electronic fare media may not be possible with the current resource allocation for technology, but this document describes the current processes pertaining to fare collection and management.

This document will serve as a reference throughout the procurement project. The broad range of goals identified in Chapter 4 will be narrowed to match agency resources according to priorities identified in later stages. Specific information pertaining to existing technology (such as communication networks) will be relevant during implementation of new systems.

While this document details goals for new technology systems, it is not meant to be a system requirements document. Specific requirements for the goals identified here and selected for implementation will be written in a subsequent document.

1.2 Methodology

The content of this report was primarily collected during a site visit to Metro Ride's transit operations center on December 13, 2023. Additional background including the service and routes Metro Ride operates was gathered via the Metro Ride website.

Information gathering occurred via an ad hoc interview process during the site visit. City of Wausau and Metro Ride staff provided narratives of relevant processes and functions by functional area. SRF staff met with specific groups of staff during the visit as opposed to individuals. Each group shared priorities and goals in addition to baseline conditions. Groups included:

1. Administration and management
2. IT
3. Vehicle operators
4. Maintenance

Administrative staff including the interim transit manager, the maintenance supervisor, operations supervisors, and the administrative assistant participated in the first interview. These staff provided insight into reporting and data needs as well as a high-level overview of transit service operations and maintenance. The takeaways of this group of interviews are included in Chapter 3 sections 3.1, 3.2, 3.3, and 3.5.

IT staff interviewed service not just Metro Ride's IT needs, but the City of Wausau as a whole. Staff spoke to the current network systems in place at City of Wausau and Metro Ride and provided insight into the ability of future technologies to integrate with these systems. More details of these interviews are included in Chapter 3, sections 3.4 and 3.5.

Vehicle operator interviews helped to identify end-user priorities for transit technology systems. The introduction of a CAD-AVL system will lead to changes in daily operator functions. Information from operators is included in Chapter 3, sections 3.1, 3.2, 3.3, and 3.5.

Similar to vehicle operators, maintenance staff shared end-user perspectives and priorities during their interview. While maintenance staff already have access to an electronic database and software for logging information, technology added for CAD-AVL will add to their regular maintenance tasks. Specific information from these interviews informed content in all of Chapter 3.

Chapter 2 Summary of Existing Service

As stated in Chapter 1, the purpose of this document is to set the stage for identifying the CAD-AVL and other technology needs and wants of Metro Ride. Before deeper analysis of Metro Ride's current communication and technology capabilities, this chapter describes the current service including routes, fleet conditions, the agency's facilities, and staff organization. This background provides important context for defining technology goals that are appropriate and applicable for the agency's needs.

2.1 Transit Services and Routes

Metro Ride operates seven fixed routes that operate over the span of its service period, often referred to as "regular" routes (Table 1). All regular routes operate weekdays on 30-minute headways from approximately 6:30 a.m. to 6:30 p.m. Metro Ride does not operate on weekends; Saturday service was cut in 2012. Operating within a hub- and-spoke, timed-transfer (or pulse) system, each of the seven regular routes originates from the Transit Center in downtown Wausau. All regular routes meet at the Transit Center at the top of the hour and 30 minutes past the hour, every hour, facilitating easy transfers.

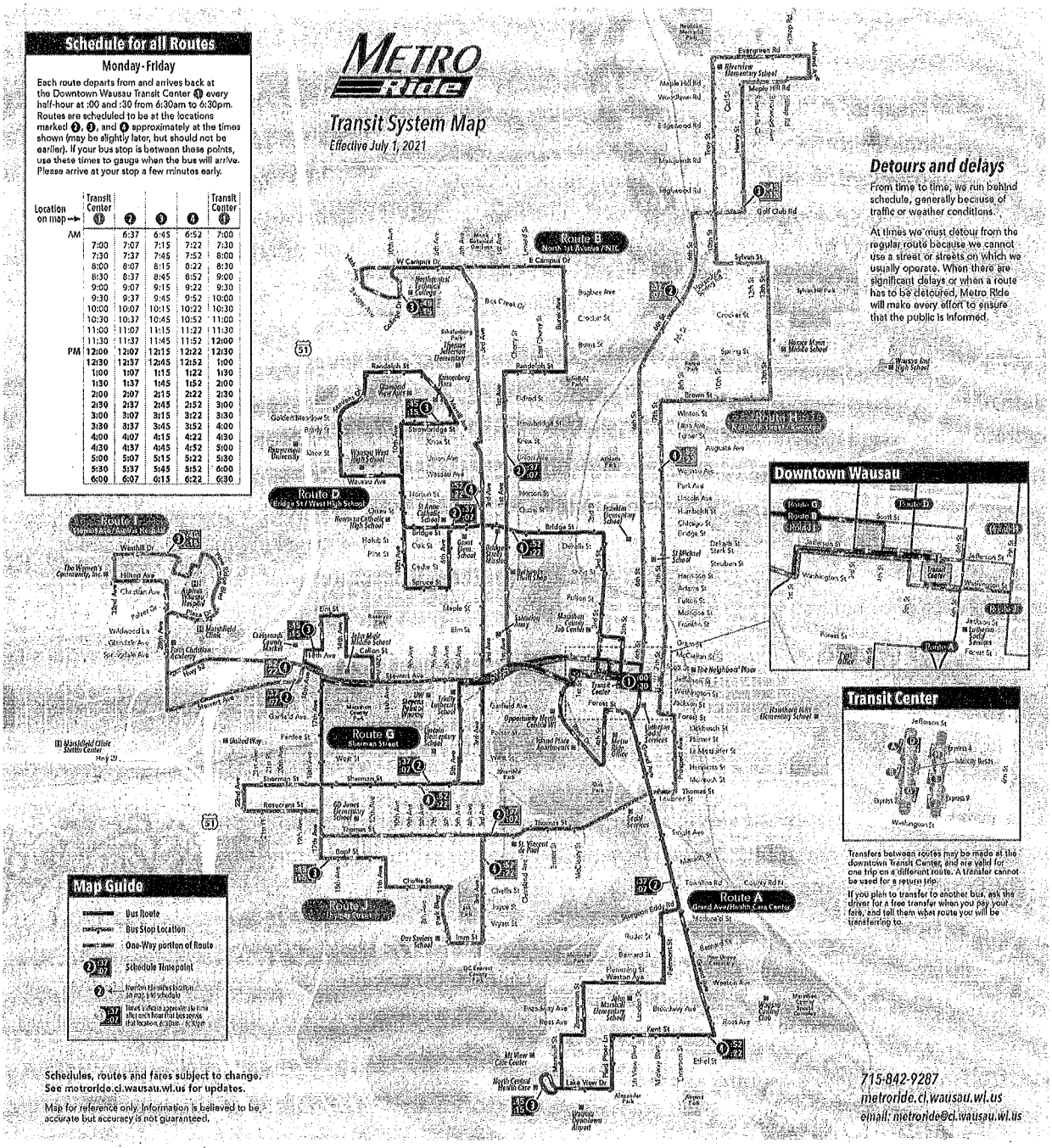
Table 1. Fixed-Route Service Summary (Regular Routes)

Service Days	Service Period (Approx.)	Routes	Frequency
Monday-Friday	6:30 a.m. - 6:30 p.m.	A, B, D, G, H, I, J	30-minute

Like typical fixed-route transit service, Metro Ride regular routes adhere to public schedules and maps and serve designated bus stops. Deviations from the established routes, and drop-offs/pick-ups not at designated bus stops, are not allowed under standard policy.

In addition to its seven regular fixed routes, Metro Ride operates eight "Express" routes while K-12 public schools are in session. Express routes are designed to "enhance [the] regular fixed routes and accommodate the increased passenger loads" experienced while schools are in session. These routes serve most of the many K-12 schools in Wausau. Express route service operates as public transit and is open to the general public.

Figure 1. Metro Ride System Map



Source: Wausau Metro Ride

2.2 Fares

Metro Ride's fare structure includes regular and discounted single-ride cash fares. Adult and student riders can also access a discounted fare by purchasing ride tokens in bulk. Monthly passes are available for all passenger groups as well. A full list of current fares is shown in Table 2. Elderly and

disabled passengers can ride for half the adult fare by showing a valid Medicare Card issued by the Social Security Administration or a Reduced Fare Card issued by Metro Ride.

As Metro Ride considers upgrades to its fare collection technology, updates to the fare structure may also be necessary – especially for the cash-based, student ticket, and token-based fares if the agency moves away from these physical forms of payment. Updates to the distribution of student tickets may also be necessary. Currently, these tickets are distributed to qualifying students by the school for free. Metro Ride counts the number of student tickets and bills the school district accordingly.

Table 2. Fixed-Route Fares

Group	Cash Fare	Monthly Pass	Other
Adult	$1.75	$42	-
Seniors (65+) or Persons with Disabilities	$0.85	$21	-
Students (K-12)	$1.50	$21	-
Children (Under 5)	Free	-	-
Youth Freedom Pass*	-	-	$28
10 Adult fare tokens	-	-	$11
10 Student tickets	-	-	$9.50

* Age 5 through senior high school. Valid for unlimited rides from Jun 1 to Aug 31

2.3 Fleet

For the purposes of this report – and the overall project – fleet condition and age can influence goals and the implementation of strategies recommended to meet those goals. Metro Ride will need to consider whether technology can or should be installed in the existing fleet or plan to implement technology upgrades as replacement vehicles are purchased over time.

Summarized in Table 3, Metro Ride's active revenue fleet consists of 27 Gillig Low Floor heavy-duty buses for fixed-route service, and four Glaval Titan II medium size, light-duty ("cutaway") buses for paratransit service. Eighteen of the 27 fixed-route buses are operated during the AM peak service – a spare ratio of 22 percent and nineteen in the PM peak – a spare ratio of 17 percent[1] For paratransit service, two of the four vehicles are typically operated in peak service – a spare ratio of 100 percent.

Table 3. Revenue Fleet

Vehicle Numbers	Quantity	Year	Make/Model	Average Life Miles*	Age (years)	Over Age	Over Mileage
111-116	6	2011	Gillig – Low Floor	342,571	12	6	0
125, 126, 129	3	2010	Gillig – Low Floor	326,780	13	3	0

[1] Spare ratio calculated as number of spare vehicles divided by number of vehicles operated in peak service (e.g., for Metro Ride fixed AM route service: [22-18]/18=.22).

Vehicle Numbers	Quantity	Year	Make/Model	Average Life Miles*	Age (years)	Over Age	Over Mileage
153, 155	2	2008	Gillig – Low Floor	558,672	15	2	1
221-227	7	2022	Gillig – Low Floor	66,089	1	0	0
901-909	9	2009	Gillig – Low Floor	324,731	14	9	0
121-124*	4	2012	Glaval Titan II	60,600	11	4	0
Total	31					24	1

*As of 2023

Per Federal Transit Administration (FTA) useful life benchmarks (ULB), buses have a default useful life of 12 years or 500,000 miles[2]; medium-size, light-duty buses have a minimum useful life of at least 5 years or 150,000 miles. Based on these measures, twenty-four of Metro Ride's fixed-route buses, and all four of its paratransit buses, have exceeded FTA's minimum useful life age threshold.

2.4 Facilities

There are two primary facilities in the Metro Ride system: the Transit Center located in downtown Wausau, and the administrative and maintenance facility just south of downtown. Additionally, Metro Ride owns and maintains six out of eight bus shelters in the system, located at high ridership origins and destinations. The remaining two are owned by Lamers and Jefferson Lines.

All seven Metro Ride regular fixed routes meet at the downtown Transit Center (Figure 2) twice per hour. The Transit Center features sheltered waiting areas with customers information (including maps and schedules), seating, lighting, trash and recycling, and 12 bus bays where passengers can board and alight. The facility was designed with raised curbs to enable level boarding with a low-floor bus with the air suspension raised to maximum height while parking. In addition to the seven regular routes, three Express routes, and two intercity services serve the Transit Center. During the peak period, 10 of 12 bus bays are occupied.

[2] Federal Transit Administration. Circular 5010.1E: Award Management Requirements. 2017. Page IV-25.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Grant%20Management%20Requirements%20Circular_5010-1E_1.pdf.

Figure 2. Metro Ride Downtown Transfer Center

Metro Ride's 31 staff are based at, or report to management based at, the administrative and maintenance facility (Figure 3**Error! Reference source not found.**). Constructed in 1979, the facility consists of a public counter and reception area staffed by the Administrative Assistant; offices and meeting space; an operator break room; locker rooms; maintenance area with two bus bays; and a bus barn that allows for the entire fleet to be stored indoors. While the facility has been in use for some time, it is well-maintained and meets the basic needs of the transit system.

Figure 3. Metro Ride Administrative and Maintenance Office Exterior

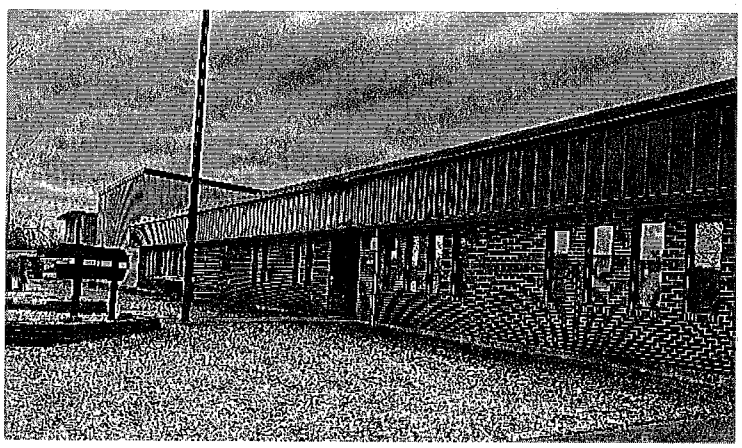
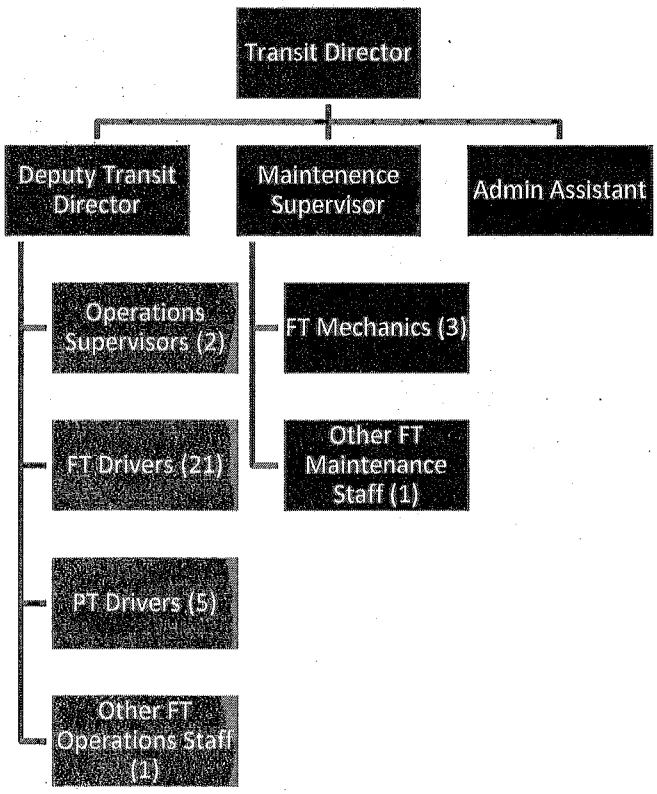


Figure 4. Metro Ride Garage and Bus Bay Interior

2.5 Staffing

Metro Ride has a staff of 31 full-time employees and five part-time drivers. Drivers, mechanics, and other maintenance staff report to supervisors who report to the Transit Director along with a Deputy Transit Director. The full organizational chart is shown below in Figure 5.

Figure 5. Metro Ride Organizational Chart



Chapter 3 Systems and Processes

Metro Ride, like all transit properties, must keep detailed records of operations and maintain communications between vehicles and transit facilities. This section details the tools and processes used to support daily operations and data management.

3.1 Operations Data Management and Reporting

Metro Ride's record keeping and reporting relies heavily on data recorded on paper forms which are manually entered into electronic data storage and reporting systems. This process requires several error checking and reconciliation steps to ensure consistency and accuracy of operations and financial data. The primary sources of information are:

1. Operator's Daily Report (ODR) which is completed by drivers with supplementary information added by administrative staff
2. Vehicle Servicing Report (VSR) completed by maintenance staff
3. Vault Count Sheet (VCS) completed by administrative staff
4. Metro Ride daily revenue count sheet

At the end of a shift, the driver enters information into the ODR such as run number, time on, time off, miles traveled, value of cash, and totals for each fare type. This form is then given to administrative staff.

The VSR is completed when a vehicle is returned to the maintenance facility. The odometer, cash and token totals, and fuel level are recorded on the form for each vehicle. VSR data is entered into RTA Navigator software, which provides fleet management functionality and fuel usage tracking.

When the cash/token vault is removed from the vehicle, it is taken to a cash handling room to be emptied. The cash is fed through an automated cash counter (Cummins 4601) and the totals entered into the VCS. Metro Ride staff noted that the Cummins counter produces occasional errors in counts.

The three primary sources often have discrepancies in one or more data elements. Resolving these requires that data be entered into an Excel spreadsheet by administrative staff to identify occurrences where there is disagreement. Once a discrepancy is identified and the correct value determined, an update is noted on the original paper form. A unique copy of the spreadsheet is kept with a current date as part of the filename each time reconciliation is performed. No off-site backups of the spreadsheets are maintained, and it is the responsibility of administrative staff to ensure that older versions are deleted or renamed.

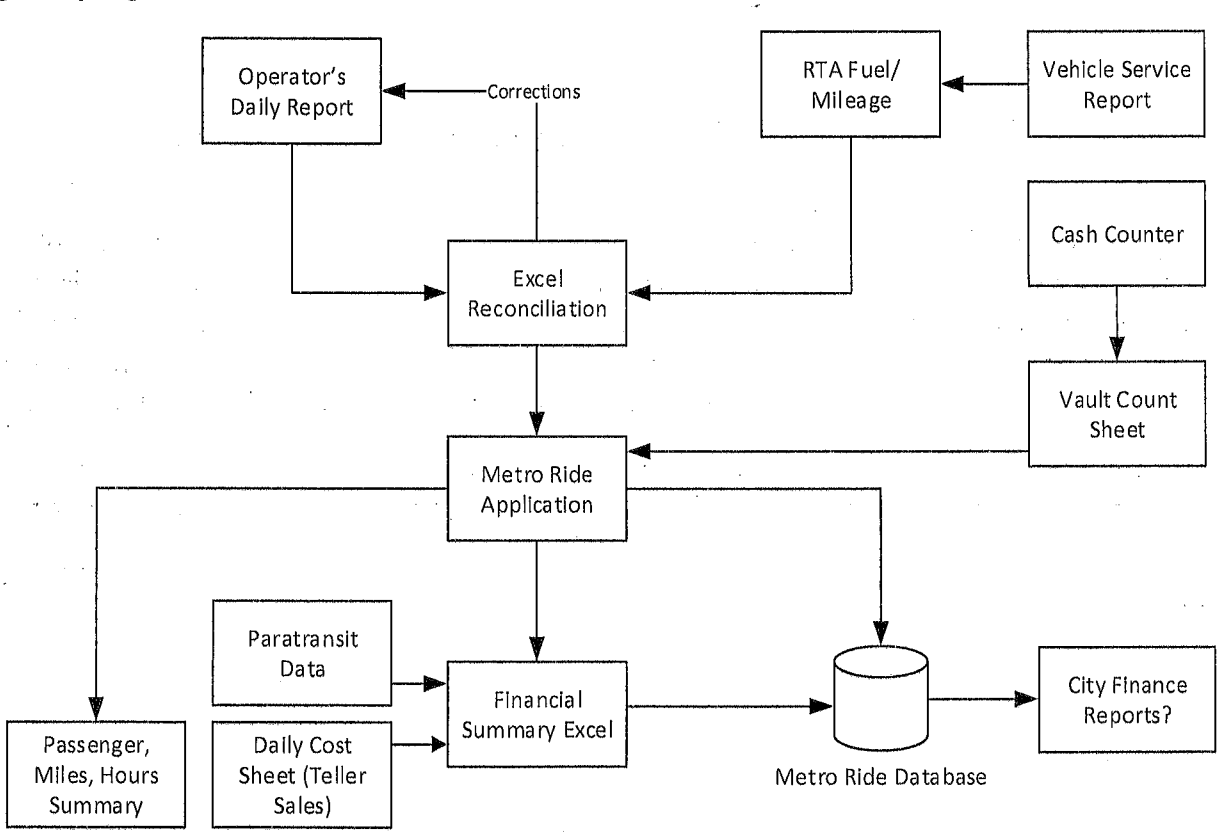
Once reconciliation is complete, the values from the spreadsheet are hand-keyed into an in-house developed data management application called "Metro Ride". Metro Ride provides a graphical user interface to a Microsoft SQL Server database that stores agency operations data. The SQL server resides on a virtual machine in the City's data center. There is no specific staff assignment for

maintenance of Metro Ride. The original developer currently works as a driver but does not have specific responsibilities for support.

The Metro Ride application programmatically updates a second Excel Financial Summary spreadsheet with summary daily operations data and teller sales. This spreadsheet is then updated with paratransit operation data and saved on a workstation. The Financial summary spreadsheet also has an embedded macro that updates a table in the Metro Ride application database. This table is accessed by the City Finance department for summary reports.

Finally, the Metro Ride application produces printed operations summary reports of passenger counts, miles traveled, and hours of operation. The reporting process is summarized in Figure 6.

Figure 6. Reporting Process



3.2 Cash (Fare) Management

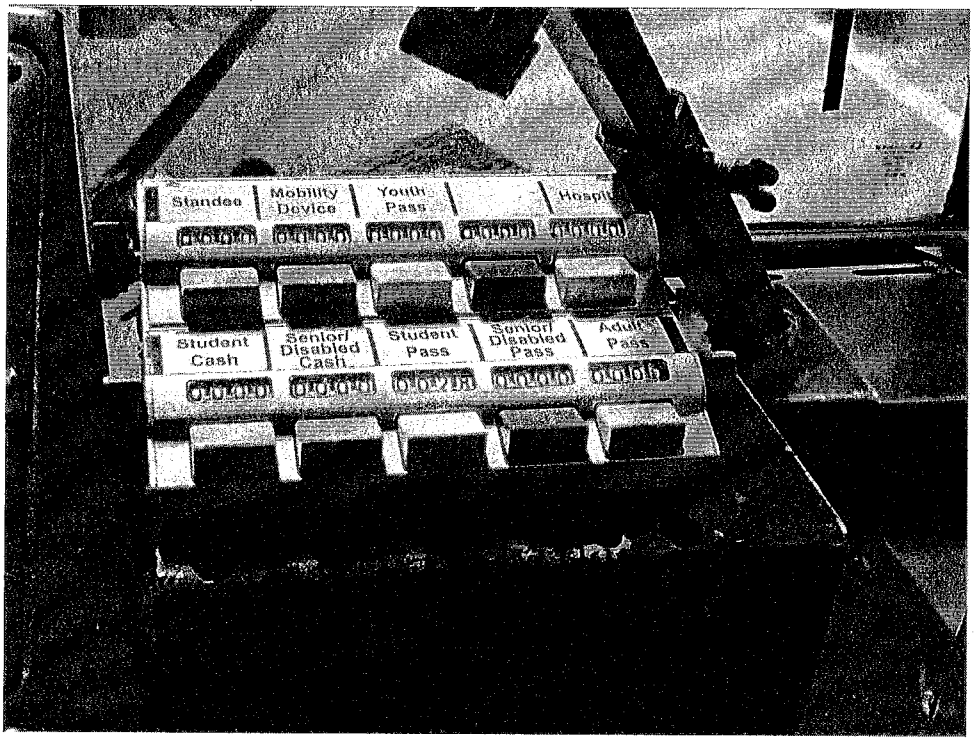
Metro Ride accepts cash fare payments from riders through a registering (automatic counting) farebox on each vehicle. Drivers are not authorized to handle cash and cannot make change for riders as they board. No electronic payments or electronic fare media are used by Metro Ride.

Fareboxes are GFI model Genfare CentsaBill, The farebox automatically determines the denomination of coins or bills inserted and keeps a record of the total inserted for the fare.

Occasional cash miscounts have been noted by Metro Ride staff. The fareboxes cannot make change, and over- or under-payments occur for a fare.

For each boarding, the driver keeps a running tabulation of the fare type. An in-house developed mechanical counter has been developed by Metro Ride and installed in each vehicle. The fare type counter is shown in Figure 7.

Figure 7. Metro Ride Mechanical Fare Counter on Vehicle



Valid fare types include:

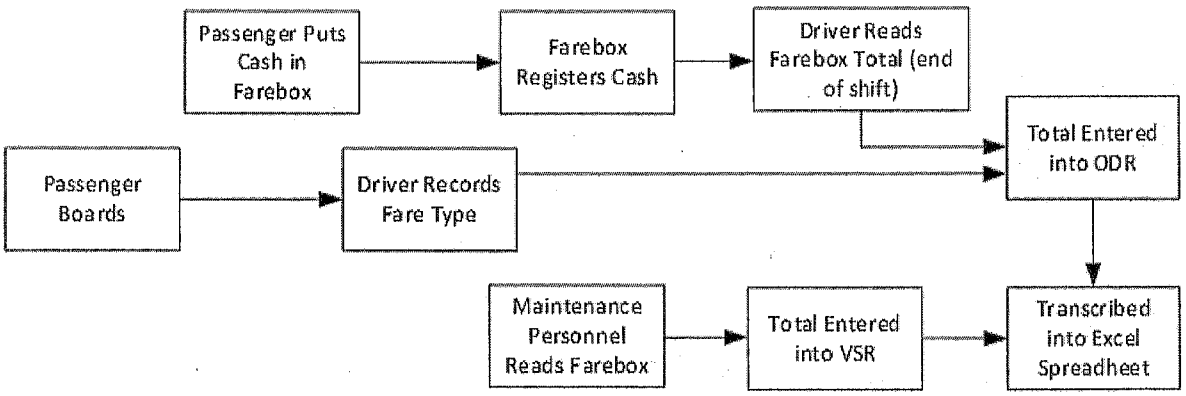
- Standee
- Mobility Device
- Youth Pass
- Student Cash
- Senior/Disabled Cash
- Student Pass
- Senior/Disabled Pass
- Adult Pass

At the end of the shift, drivers return to the maintenance facility and read the total value for all fares from the farebox display. Drivers record this value on their Operator's Daily Report.

Metro Ride maintenance personnel also read the total value and enter it into the Vehicle Service Report when the vehicle returns to the maintenance facility. The value is recorded on the Vehicle Service Report form.

Both the Operator's Daily Report and Vehicle Service Report are returned to Metro Ride administrative staff, who transcribe both values into an Excel spreadsheet to reconcile any differences. The process for managing fares is shown in Figure 8.

Figure 8. Fare Management Process



ODR = Operator's Daily Report
VSR = Vehicle Service Report

3.3 Tickets and Transfers

In addition to cash, Metro Ride sells tickets (students) and tokens (adults) for transit fares and issues paper tickets for transfers between routes. The process for handling either tickets or transfer media is the same once the passenger boards a vehicle. Drivers issue transfer media when requested by a passenger on the vehicle, but tickets must be purchased at a retail outlet as drivers do not handle cash. Current retail outlets include:

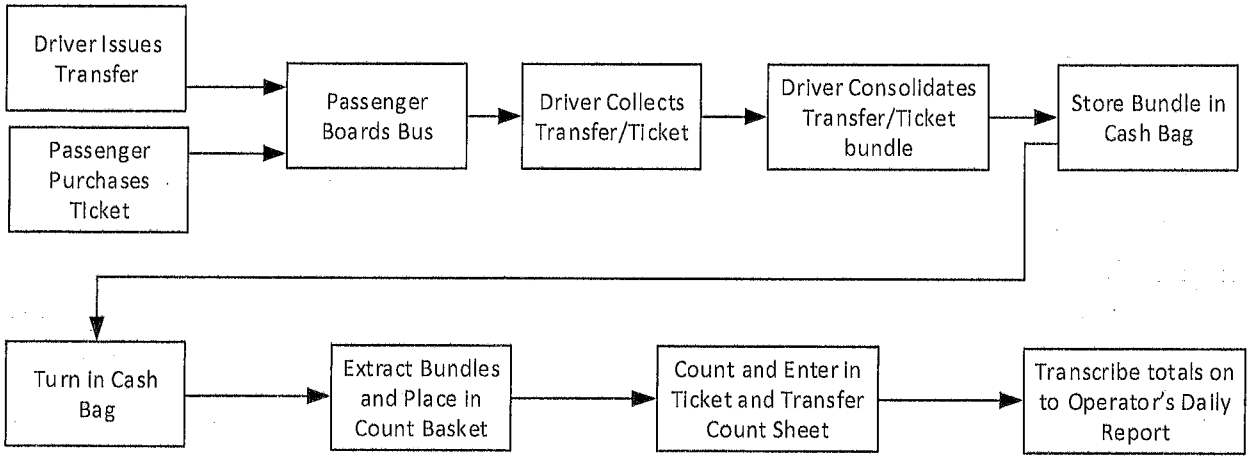
- Country Market
- Metro Ride Plumer St. Offices
- Wausau City Hall
- East High Schools
- Horace Mann Middle School
- John Muir Middle School
- Northcentral Technical College
- West High School
- Sturgeon Bluff Apartments (Senior Housing)
- Towers Apartments (Senior Housing)
- North Central Health Care Center
- Community Partners Campus

Handling of physical media (tickets and transfers) differs from cash and token handling. Upon boarding, passengers hand the physical media to the driver, who places it in a bag specifically for this

purpose. At the end of a shift, the driver consolidates tickets and transfer media into a bundle, which is dated and initialed, then stored in the vehicle's cash bag.

When the cash bag is turned in upon returning to the Metro Ride maintenance facility, the bundles are extracted from cash bags and put into a basket identified for temporary storage. The basket is taken by Metro Ride staff and each individual bundle is tabulated for totals to be entered into a Ticket and Transfer Sheet. The totals from the Ticket and Transfer Sheet are then transcribed by office staff onto the Operators Daily Report. This process is illustrated in Figure 9.

Figure 9. Ticket and transfer handling process



Drivers record the route for transfers on a mechanical device installed in the vehicle that allows for a single indication of a route that one or more passengers will travel to. One indicator per available route is included and is operated by moving a toggle switch to the "transfer" position. The indication reminds the driver to provide a notification yia voice radio to the receiving driver in the event that the receiving vehicle needs to extend its layover at the transit center.

3.4 Security Video

Each vehicle in Metro Ride's fleet is equipped with a multi-camera digital video recorder (DVR) system. Video systems are AngelTrax Vulcan V12, which can record up to 8 channels of video up to 1280 x 720 (720p) plus four channels of 1920 x 1080 (1080p) video. This system is used for both training and incident management purposes.

Typically, there are eight cameras on each vehicle, with both interior and exterior views. Cameras are fixed (no pan-tilt-zoom operation) and generally transmit D-1 digital video, although in some cases digital "IP" cameras are used. The use of IP cameras requires a converter to feed analog video to the DVR.

There is no real-time display for the driver for on-vehicle security video, and video is not transmitted in real-time to any external entity.

Video recordings are only retrieved from vehicles on an as needed basis. When an event is reported to a supervisor, the hard disk storage unit is removed from the vehicle and replaced with another

unit. The retrieved hard disk is then connected to a supervisor's computer workstation, and the video segment of interest located using AngelTrax's Pro8 software.

The video segment is copied to a DVD-R disk with an accompanying software viewer application, which is meant to preserve video integrity for evidentiary purposes. The DVD is stored at the Metro Ride offices for seven years, per data retention policy.

The supervisor who reviews the video also completes a Video Supervisor Report (VSR) form. A copy of this form is sent to Metro Ride's insurer. If a request is made for the video segment, Metro Ride will supply a DVD copy. The video management process is shown in Figure 10.

Figure 10. Video Management Process

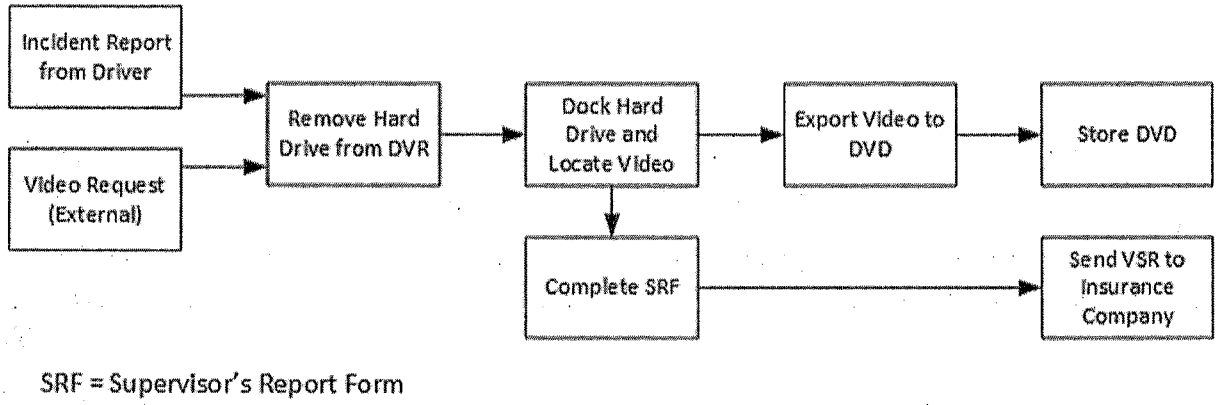
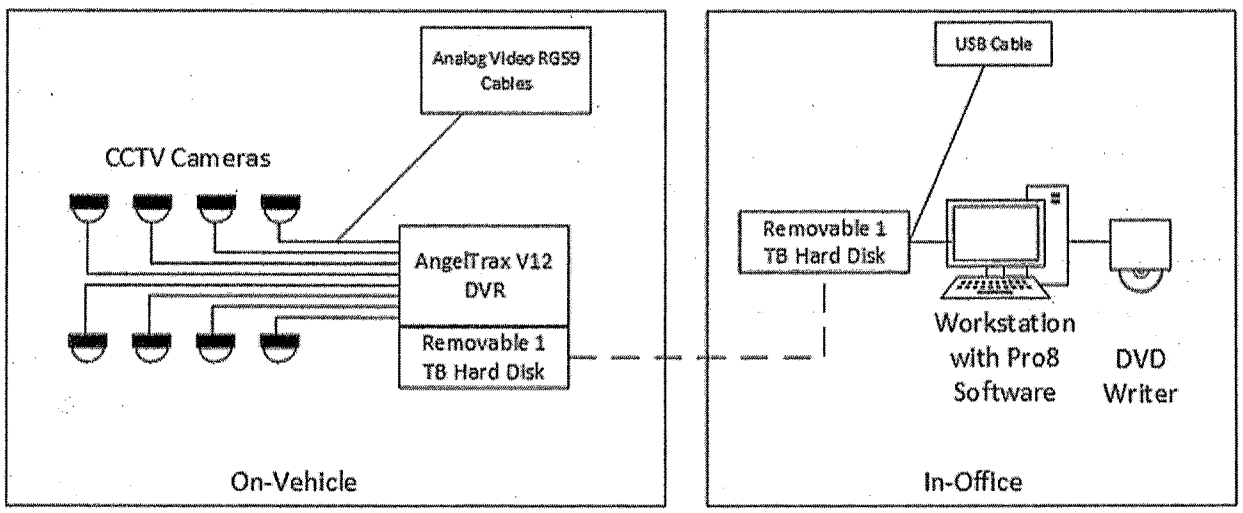


Figure 11 provides an overview of the Security Video system hardware.

Figure 11. Schematic of Security Video System Hardware



3.5 Communications

Metro Ride uses two methods of communication, a radio system and network connectivity.

3.5.1 Radio System

Mobile communications for buses and supervisor vehicles uses a 400 MHz digital radio system. Each bus has a 40-watt mobile radio installed with a handheld microphone. Audio uses the radio's built-in speaker. There are also radios installed at the Metro Ride offices at 420 Plumer Street and 555 Jefferson Street. These have fixed power supplies and small antenna assemblies connected to the radio unit. Nine handheld portable radios are available for supervisor and maintenance personnel when needed.

Two communications channels are commonly used on the radios. One is for communication between vehicles and vehicle to dispatch, the other channel is for communications between supervisors.

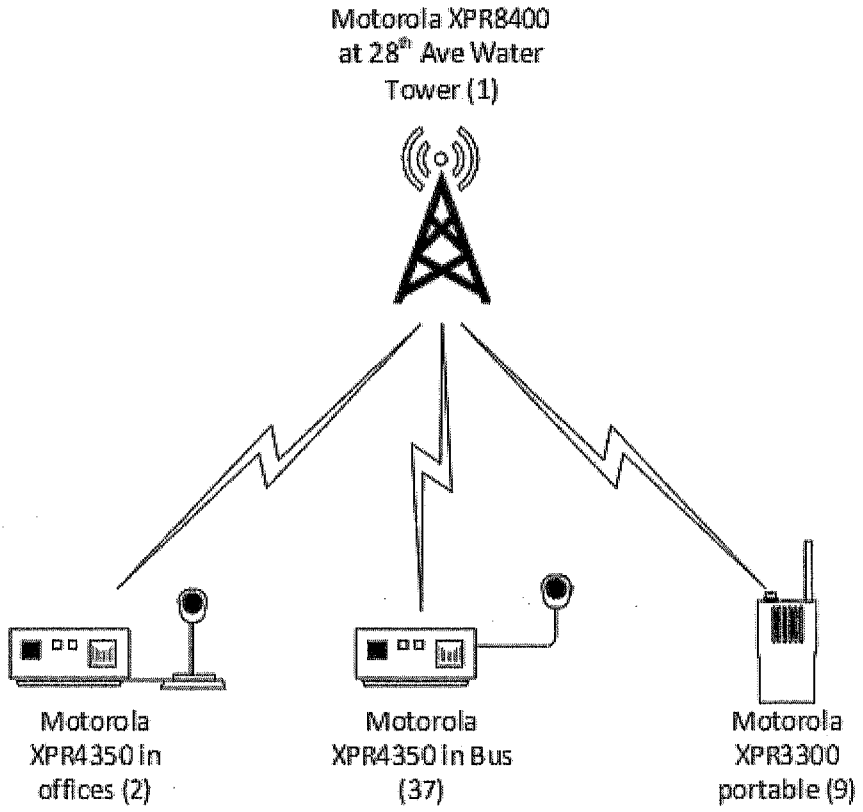
A single repeater is installed to provide coverage in the Metro Ride service area. A Motorola XPR 8400 is located at a water tower in the parking lot of Highland Community Church at 1005 N 28th Avenue. The antenna is installed at roughly 60 feet above ground level. Coverage for the radio system is reported to be good.

The mobile radios are capable of obtaining and transmitting a GPS-derived position (hardware and software are present), but this capability unused. A diagram of the radio system is shown in Figure 12.

Users report several uses for the radio system, including:

- Detour notifications
- Special need (wheelchair, etc.) alerts
- Passenger transfer notifications
- Accident reports
- Disruptive passengers
- Breakdowns or mechanical issues
- Weather or other delays
- "Tripper" coordination for special purpose vehicle runs (such as school transportation)

Figure 12. Radio System Schematic



3.5.2 Network

Metro Ride's facilities connect to a shared fiber optic ring facility that serves the Wausau central business district (CBD). However, the 420 Plumer Street office and maintenance building's fiber cable is not yet connected to the local area network (LAN) at the time of this writing. Connection to the fiber network is anticipated in early 2024.

The transit center at 420 Plumber Street uses a Ubiquity XG point-to-point wireless link for connectivity. This device connects to an identical hardware installation on the rooftop of an assisted-living facility at 500 Grand Avenue. The municipal fiber ring extends to this building and provides wide-area connectivity. There is currently no redundancy for the network connection to 420 Plumer Street. Network speeds are roughly one gigabit/second for connections to facilities with greater speeds available in the network ring core. Overall reliability of the wireless connection is described as good, but no uptime statistics are available.

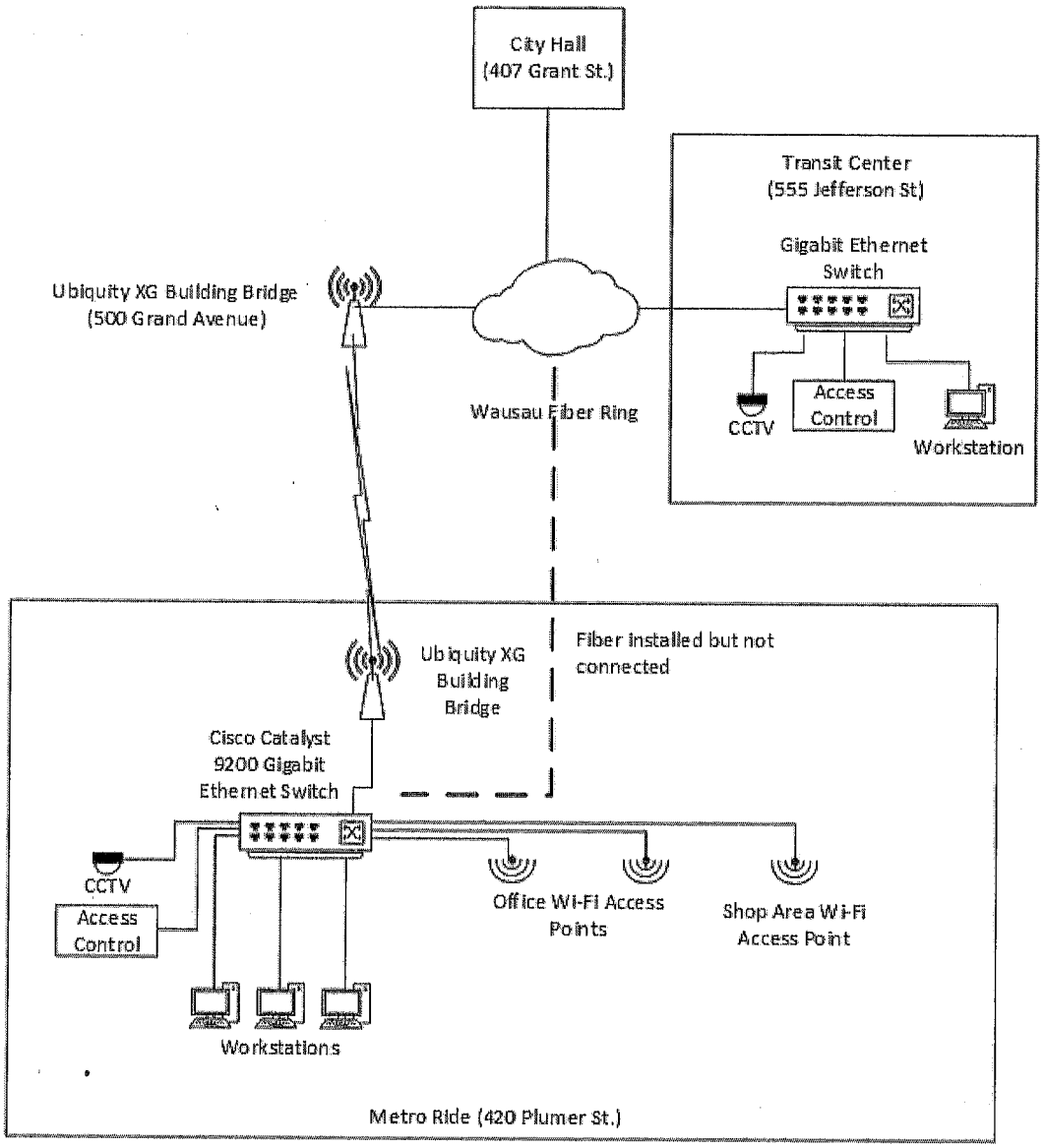
The LAN at 420 Plumer consists of a Cisco 9200 gigabit Ethernet switch with Cat5 UTP cabling for workstations and office devices such as printers. There are three Ubiquity Wi-Fi access points at the

building: two in the office/administrative area and one in the maintenance area. There are no access points in the garage/vehicle storage area and coverage is thought to be poor.

Other City facilities, such as City Hall and City data centers are connected to the municipal fiber ring, providing a private network for city functions.

The overall layout of the network and connections to Metro Ride facilities are shown in Figure 13.

Figure 13. Metro Ride Network Layout and Connections



Chapter 4 Identified Needs and Goals

The site visit to Metro Ride brought to light a few key needs and goals for technology implementation. These can be organized into the following themes:

- Data management and administration
- Operational efficiency
- Customer experience

Throughout the site visit, data management arose as an area benefitting from technology implementation. Current practices require significant amounts of staff time to track, reconcile, log, and share ridership, fares collected, and vehicle miles. Ultimately this information is reported to other city staff, WisDOT, and FTA. Goals related to data management and administration for technology system implementation can be summarized as:

- Automate logging of mileage by vehicle
- Automate logging of fares collected
- Automate tracking of passenger counts
- Streamline database connections
- Standardize reporting

Technology can help to improve operational efficiency by connecting vehicles and drivers on route to management staff at the transit center. This begins with scheduling and work piece assignment and extends to incident management and maintenance tracking. Goals related to operational efficiency can be summarized as:

- Electronic driver assignment and schedule generation
- Electronic vehicle assignment
- GPS vehicle tracking
- Integration of vehicle mileage maintenance tracking

Transit technology can be leveraged to provide benefits beyond those experienced internal to Metro Ride. Goals for improvements to the customer experience overlap with improvements for vehicle operators:

- Automatic stop annunciators
- Electronic fare payment options
- Real-time vehicle location feeds
- Ability to export GTFS to share with online trip planning programs

As this project progresses, these goals will be narrowed based on agency priorities to match the level of investment available at this time. A more specific set of technical needs will also be developed for inclusion in the request for proposals.

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Finance Committee Approving of and Participating in the Six Remnant Defendants National Opioid Settlement Agreement.

Committee Action: Approved 5-0

File Number: 25-1010 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [X]*	*NO [ ]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, in 2019, the City of Wausau decided to remain in the negotiation class of In re: National Prescription Opiate Litigation, MDL No. 2804, multidistrict litigation against opioid manufacturers, distributors and retailers in the District Court for the Northern District of Ohio; and

WHEREAS, the City of Wausau is eligible to participate in a proposed nationwide settlement agreement that has been reached with six regional distributors/dispenser defendants; and

WHEREAS, your Common Council approved Resolution No. 25-1010 dated October 28, 2025 authorizing the City's participation in the Purdue direct opioid settlement; and

WHEREAS, your Finance Committee, on April 14, 2026, discussed and recommends participating in the Six Remnant Defendants National Opioid Settlement; and

WHEREAS, the City of Wausau finds it is in the best interests of the community to participate in this settlement in order to obtain funds that can be used in the continued battle against opioid addiction.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve participating in the Six Remnant Defendants National Opioid Settlement and directs the proper City officials to execute the Combined Participation Agreement.

Approved:

_____

Doug Diny, Mayor

Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Vincent R. Bonino
Assistant City Attorney

STAFF MEMO

TO: Finance Committee Members

FROM: Vincent R. Bonino, Assistant City Attorney VRB

DATE: April 6, 2026

RE: Participation in Six Remnant Defendants' Settlement Agreement

Purpose:

Authorize the City to participate in the settlement with the Six Remnant Defendants' Settlement Agreement.

Background:

In 2019, the City decided to remain in the negotiation class of *In re: National Prescription Opiate Litigation*, MDL No. 2804, multidistrict litigation against opioid manufacturers, distributors, and retailers in the District Court for the Northern District of Ohio. In 2025, the City opted to participate in a nationwide settlement agreement with Purdue Pharma L.P. and the Sackler family.

A separate, related settlement has now been proposed with the Six Remnant Defendants and the City is eligible to participate. By submitting the "Exhibit G" form, the City would be opting in and become eligible to receive a share of the $97,625,000.00 settlement fund. This settlement fund is after attorney fees. The specific amount the City will receive from the settlement fund has not yet been determined and will depend on overall participation in the settlement.

By opting into the settlement, the City would be waiving and releasing any claims against the Six Remnant Defendants. Further, any funds received by the City as part of this settlement must be used for opioid remediation, which includes, but not limited to, treatment and recovery, overdose prevention training, and education to prevent opioid misuse.

Recommendation:

Approve the participation in the Six Remnant Defendants' Settlement Agreement.

National Opioids Settlements: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Wausau city, WI
Reference Number: CL-2022428

THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT

SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined $97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.

Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:
https://nationalopioidsettlement.com

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to "opt in" to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: *dse_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.

EXHIBIT G

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Wausau city	State: WI
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating

Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

To: Wausau city, WI
Reference Number: CL-2022428

NOTICE OF NEW NATIONAL OPIOID SETTLEMENT AND UPCOMING ACTION NEEDED TO PARTICIPATE: MONDAY, May 4, 2026, DEADLINE

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including is subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants).

This is the formal Notice required by the Remnant Defendants Settlement. You are receiving this Notice because your entity is entitled to participate (Eligible Entity). Please read this Notice and the attached *Settlement Overview* carefully. The *Settlement Overview* provides additional information concerning this new national opioid settlement.

Your entity may have participated in prior national opioid settlements. This Notice concerns the opportunity to participate in this **new** settlement with the Six Remnant Defendants. Your entity may participate in this new settlement even if it did not participate in a prior national settlement.

All Eligible Entities must "opt in" to participate in this new settlement. To do so, a person with authority must sign and return the *Combined Subdivision Participation and Release Form* that will be sent via DocuSign shortly. If an Eligible Entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link included in this Notice to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal. DocuSign remains the preferred method of submission of the needed form.

The deadline to return the *Combined Subdivision Participation and Release Form* is Monday, May 4, 2026.

Questions about this Notice or the process for receiving and submitting the required *Combined Subdivision Participation and Release Form* may be directed to your attorney or the Notice and Claims Administrator at *opioidsparticipation@rubris.com.*

Please review the list of individuals on this email and contact the Notice and Claims Administrator at *opioidsparticipation@rubris.com* if someone else at your entity should receive communications about this Settlement.

If your entity is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this Notice.

Thank you,
National Opioids Notice and Claims Administrator for the Remnant Defendants Settlement

The Notice and Claims Administrator is retained to provide the Settlement Notice required by the Settlement Agreement referenced above and to manage the collection of Subdivision Settlement Participation Forms.

CITY OF WAUSAU
407 Grant Street, Wausau, WI 54403

Resolution from the Human Resources Committee Approving 2026 Summer Hours Program.

Committee Action: *Pending*

File Number: 25-0520 **Date Introduced:** April 14, 2026

FISCAL IMPACT SUMMARY					
COSTS	*Budget Neutral:*	*YES [ ]*	*NO [ ]*		
	Included in Budget:	*YES [ ]*	*NO [ ]*	*Budget Source:*	
	One-time Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Recurring Costs:	*YES [ ]*	*NO [ ]*	*Amount:*	
SOURCE	*Fee Financed:*	*YES [ ]*	*NO [ ]*	*Amount:*	
	Grant Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	Debt Finance:	*YES [ ]*	*NO [ ]*	*Amount:*	*Annual Retirement:*
	TID Financed:	*YES [ ]*	*NO [ ]*	*Amount:*	
	TID Source:	*Increment Revenue [ ] Debt [ ] Funds on Hand [ ] Interfund Loan [ ]*			

RESOLUTION

WHEREAS, at the request of the Human Resources Committee, the Human Resources Department surveyed the summer hours policies of municipalities throughout the state in 2025,

WHEREAS, upon completion of a Summer Hours pilot in 2024 and 2025 ensured that the City of Wausau's total rewards strategies remained competitive in the local market,

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to continue the summer hours program at City Hall as follows in 2026:

To allow City Hall to be open from Memorial Day through Labor Day, Monday May 25th 2026 through Monday, September 7th 2026, 7:15 am – 4:30 pm Monday through Thursday; Friday 7:15 am – 12:15 pm;

To allow employees to participate in the summer hours program, which is subject to Director and supervisor approval;

WHEREAS, the Employee Engagement Committee will partner with the Human Resources Department to market this change in hours to the public and continue to collect data by means outlined in the packet to assess community impact.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the 2026 City Hall Summer Hours Program, as specified above and in supporting documents, has been approved upon action of this Council.

Approved:

_____

Doug Diny, Mayor

Lisa M. Nowak
Human Resources Director

TEL: (715) 261-6634
FAX: (715) 261-4138

HUMAN RESOURCES DEPARTMENT

April 13, 2026

Summer Friday Hours 2026 Season Request

Purpose

Human Resources requests HR Committee and City Council authorization to implement Summer Friday Hours for the 2026 season, from Memorial Day (Monday, May 25th) through Labor Day (Monday, September 7th). This proposal builds on two successful pilots (2024 and 2025), documented employee and operational outcomes, and growing regional precedent.

Background

City employees have requested a summer Friday schedule adjustment since 2021, citing work-life balance, morale, and the City's competitiveness in recruiting and retaining talent. In response, the City piloted adjusted Friday hours in both 2024 and 2025. Key outcomes from those pilots:

- Employee feedback was strongly positive. Approximately half of City Hall employees completed the 2024 post-pilot survey, with overall approval of the schedule change.
- No accountability or customer service problems were identified during either pilot year.
- Friday afternoon transaction volume is low: in 2023, an average of only 31 transactions occurred between 1:00–4:30 PM on Fridays, with some days as low as 14. In 2024, an average of 21.75 transactions occurred between 12:15–4:30 PM.
- Participating departments were able to manage scheduling, coverage, and part-time staff hours without disruption.

Marathon County implemented permanent reduced Friday hours effective January 5, 2026 (Monday–Thursday 7:30 AM–4:30 PM; Friday 7:30 AM–12:00 PM), reflecting the same operational rationale. This creates a consistent service environment across Wausau and Marathon County for residents interacting with both entities.

Proposed 2026 Summer Hours

The following schedule would apply to City Hall and all eligible administrative departments from Memorial Day through Labor Day:

Day	Public Hours
Monday – Thursday	7:15 AM – 4:30 PM
Friday (Memorial Day – Labor Day)	7:15 AM – 12:15 PM

This schedule (Option 1 from the 2025 proposal) maintains 42.5 hours of public access per week — identical to the current schedule. Staff work their standard 40-hour week. No overtime is triggered by the schedule adjustment.

Participating Departments

The following departments participated in the 2025 pilot and are anticipated to participate in 2026, subject to each Department Director's confirmation of operational readiness:

Department	Participated 2025	Notes
Assessment	Yes	
City Attorney	Yes	
Community Development	Yes	
Community Development Authority	Yes	Support staff
Customer Service	Yes	
Engineering	Yes	Office Manager & Engineering Technician
Fire	Yes	Support staff only
Inspections	Yes	
Mayor's Office	Yes	
Municipal Court	Yes	Temporary schedule; subject to Municipal Judge discretion
Police	Yes	Support staff only
Public Works / Streets	Yes	Support staff
Water	Yes	Support staff
Human Resources	Yes	
Metro	No	Does not work for administrative staff

Departments with 24-hour or continuous service obligations (e.g., Police and Fire operations, DPW, utilities dispatch) operate under their own scheduling structures and are not impacted by City Hall public hours.

Employee Hours and Timekeeping

- Total weekly hours are unchanged. Employees on the summer schedule work 40 hours per week.
- Employees covered by collective bargaining agreements are governed by applicable CBA terms. Divisions defined as earning overtime after 8 hours per day remain eligible for overtime after 40 hours per week under this schedule.
- Workday does not require alternate schedule setup. Employees record clock-in and clock-out times; supervisors review and approve all hours prior to payroll processing.
- Holiday weeks: when a holiday falls within the summer schedule period, employees adjust their weekly hours to accommodate the 8-hour (or pro-rated) holiday pay. This is consistent with current practice for managing holiday weeks.

- Part-time employees: individual departments will work with part-time staff to maintain their regularly scheduled hours. The Customer Service Department successfully managed this in 2024 by rotating Friday schedules among part-time staff.

Public Communication Plan

To ensure residents and businesses are aware of the adjusted Friday hours, the following outreach will be conducted prior to the start of the summer season as it did in 2025:

- City website: news story, hours banner, and updated department listings
- Signage at City Hall and participating facilities, including payment drop box instructions for Friday afternoons
- Social media posts on City-managed platforms
- Press release
- Utility bill insert with QR code (distributed on rolling basis with staggered billing)
- Partnership outreach to reach residents with limited digital access
- Bilingual translations (Hmong, Spanish) to ensure consistent communications

Regional Benchmarking

A survey of Wisconsin municipalities conducted by Human Resources in April 2025 found that 17 municipalities had shorter Friday hours, with 12 having adopted this schedule year-round. Selected comparators:

Municipality	Population	Type	Friday Hours
Green Bay	107,395	Year-Round	M–Th 7:30–5:00, Fr 7:30–11:00
Eau Claire	69,421	Year-Round	M 7:30–6:00, Tu–Th 7:30–4:30, Fr closed
La Crosse	52,680	Year-Round	M–Th 8:00–4:00, Fr closed
Sheboygan	49,929	Year-Round	M–Th 7:00–4:30, Fr 7:00–11:00
Manitowoc	34,626	Year-Round	M–Th 7:30–5:00, Fr 7:30–11:00
Fitchburg	29,609	Year-Round	M–Th 8:00–4:00, Fr 8:00–2:00
Marshfield	18,929	Year-Round	M–Th 7:30–4:30, Fr 7:30–12:00
Wisconsin Rapids	18,877	Year-Round	M–Th 8:00–4:30, Fr 8:00–12:00
Rothschild	5,500	Summer/Year-Round	M–Th 7:00–4:30, Fr 7:00–11:00
Rib Mountain	7,000	Summer/Year-Round	M–Th 7:30–5:00, Fr 8:30–1:00
Marathon County	~135,000	Year-Round (eff. Jan 2026)	M–Th 7:30–4:30, Fr 7:30–12:00

Requested Action

HR Committee and City Council are asked to authorize the following:

- Approval of Summer Friday Hours for 2026: City Hall and eligible administrative departments open Monday–Thursday 7:15 AM–4:30 PM and Friday 7:15 AM–12:15 PM, from Memorial Day weekend through Labor Day weekend.
- Authorization for the City to finalize department-specific scheduling and publish a public communication plan prior to Memorial Day 2026.

Submitted By

Lisa M. Nowak, MS HRD, SHRM-CP
Human Resources Director

RESOLUTION NO. 26-0411

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED $10,560,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Wausau, Marathon County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of park, street, utility, sidewalk and parking lot projects including those in Tax Incremental Districts Nos. 3, 8, 11 and 12 and motor pool replacements (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes (the "Notes") for such public purposes;

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct its financial advisor, Ehlers & Associates, Inc. ("Ehlers"), to take the steps necessary for the City to offer and sell the Notes at public sale and to obtain bids for the purchase of the Notes; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to either the Finance Director/Treasurer or the City Clerk (each an "Authorized Officer") the authority to accept on behalf of the City the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the City is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed TEN MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS ($10,560,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed TEN MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS ($10,560,000). The purchase price to be paid to the City for the Notes shall not be less than 99.00% nor more than 108.00% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2026A"; shall be issued in the aggregate principal amount of up to $10,560,000; shall be dated as of their date of issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to $500,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed $10,560,000. The schedule below assumes the Notes are issued in the aggregate principal amount of $10,560,000.

Date	Principal Amount
04-01-2027	$1,025,000
04-01-2028	1,185,000
04-01-2029	1,300,000
04-01-2030	1,450,000
04-01-2031	1,525,000
04-01-2032	750,000
04-01-2033	800,000
04-01-2034	825,000
04-01-2035	875,000
04-01-2036	825,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 4.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall be subject to optional redemption as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2026 through 2035 for

the payments due in the years 2027 through 2036 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2026A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to

reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or

transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The Common Council hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 14, 2026.

_____
Doug Diny
Mayor

ATTEST:

_____
Kaitlyn A. Bernarde
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned _____ of the City of Wausau, Marathon County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On April 14, 2026, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed $10,560,000 General Obligation Promissory Notes, Series 2026A of the City (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). Ehlers & Associates, Inc. recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of $_____, which is not more than the $10,560,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than $500,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

Date	Resolution Schedule	Actual Amount
04-01-2027	$1,025,000	$_____
04-01-2028	1,185,000	_____
04-01-2029	1,300,000	_____
04-01-2030	1,450,000	_____
04-01-2031	1,525,000	_____
04-01-2032	750,000	_____
04-01-2033	800,000	_____
04-01-2034	825,000	_____
04-01-2035	875,000	_____
04-01-2036	825,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 4.25%, as required by the Resolution.

COPY

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of $_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.00% nor more than 108.00% of the principal amount of the Notes, as required by the Resolution.

4. Redemption Provisions of the Notes. The Notes maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

COPY

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2026 pursuant to the authority delegated to me in the Resolution.

_____

[_____]

[_____]

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP

Mandatory Redemption Provision

The Notes due on April 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)]

COPY

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

MARATHON COUNTY

NO. R-___ CITY OF WAUSAU $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	_____, 2026	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of park, street, utility, sidewalk and parking lot projects including those in Tax Incremental Districts Nos. 3, 8, 11 and 12 and motor pool replacements, as authorized by a resolution adopted on April 14, 2026, as supplemented by an Approving Certificate, dated _____, _____ [(the "Approving

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Certificate")] (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any

proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

COPY

IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

By: _____
Doug Diny
Mayor

(SEAL)

By: _____
Kaitlyn A. Bernarde
City Clerk

COPY

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Wausau, Marathon County, Wisconsin.

BOND TRUST SERVICES CORPORATION

By_____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

COPY

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: March 19, 2026
RE: 2026 General Obligation Promissory Note

Below is the list of projects to be funded by the 2026 debt issue. You will notice that the Solar project has been excluded from this debt issue. Due to uncertain tax credits, pending engineering work, and an unknown start date, the funding for the project is postponed to a later issue.

CITY OF WAUSAU 2026 DEBT LIST

Category	Project Description	Fund	Amount	Amortization
Street and Storm	East Wausau Avenue Reconstruction STH 52	Capital Projects Fund	300,000	10Year
Street	Signal Replacement and Pedistrian Crossing Improvements	Capital Projects Fund	57,000	10Year
Street and Storm	Reconstruction of Stark Street from 5th Street to 12th Street	Capital Projects Fund	1,930,000	10Year
Street and Storm	Reconstruction of West Wausau Avenue from North 10th Avenue to Stevens Drive	Capital Projects Fund	310,000	10Year
Street	Street Tree Planting	Capital Projects Fund	25,000	10Year
Street	Mill and Pave 28th Avenue from Westhill Drive to West Wausau Avenue	Capital Projects Fund	175,000	10Year
Street	Asphalt Overlay	Capital Projects Fund	600,000	10Year
Street	Alley Paving	Capital Projects Fund	45,000	10Year
Sidewalk and Trails	Sidewalk Projects	Capital Projects Fund	250,000	10Year
Street	Concrete Repairs	Capital Projects Fund	300,000	10Year
Street	Pavement Markings	Capital Projects Fund	75,000	10Year
Land	Land of Public Works Facility Expansion	Capital Projects Fund		10Year
Park	Memorial Park Drive and Lot Pavement Projectq	Capital Projects Fund	228,000	10Year
Motor Pool	Motor Pool	Capital Projects Fund	2,000,000	5 Year
Utilities	Utility relocations	TID 3	1,200,000	5 Year
Street and Storm	North 8th Ave	TID 8	870,000	10 Year
Sidewalk and Trails	Business Campus Trail	TID 11	451,415	9 Year
Street and Storm	Division St from 2nd St east to 2nd St from Forest to Division St	TID 12	320,000	10Year
Parking	Riverfront Parking Lot	TID 12	650,000	10Year
Parking	Ramp 3 improvements	TID 12	300,000	10Year
Sidewalk and Trails	Sidewalk Improvements	TID 12	150,000	10Year
Street	Street Lighting	TID 12	150,000	10Year
			10,386,415	

Schedule

The sale schedule is as follows:

March 24th - Finance Committee considers and recommends a financing
April 14th – Finance Committee and Council consider parameter resolution
Expected Sale Date – First week of May 2026
Closing Date – End of May

Authorizing Resolution and Pre-Sale Document

The authorizing parameters resolution will be drafted by our Bond Counsel, Quarles and Brady. With a parameter resolution, the sale occurs on a non-council day. The sale is awarded to the lowest bidders who meet the parameters established in the resolution.

The interest rate of the issue will not be known until the sale date. Recent sales for 10 year loans have been around 3%

Impact to General Obligation Outstanding Debt

In 2026, the City is retiring $12,279,779 of principal, and this issue is $10,400,000. These numbers exclude the homeowner lead service line safe drinking water loan activity. These numbers are summarized as follows:

Homeowner Lead Service Safe Drinking Water Loans			
	2024 Project 4930-14	2025 Project 4930-22	6/26 Closing 2026*
Loan Draws 2025	1,926,646.45	-	
Loan Draws 2026	246,109.55	311,838.00	-
Loan Payments 2026	214,842.44	14,915.71	-
Balance 12/31/2026	1,957,913.56	296,922.29	-
* Current financials show 100% principal forgivenss			

The impact of these issues on our debt limit is as follows:

COMPUTATION OF DEBT LIMIT:			
	12/31/2024	**12/31/2025**	**12/31/2026 Estimate**
Equalized Valuation	$4,387,427,300	$4,569,050,900	*$4,591,896,155*
	5%	5%	5%
Total Allowable Debt	**219,371,365**	**228,452,545**	**229,594,808**
Outstanding GO Debt	$69,209,779	$76,261,425	$74,709,836
Legal Debt Margin	150,161,586	152,191,120	154,884,972
% Utilized	31.55%	33.38%	32.54%

April 14, 2026

PRE-SALE REPORT FOR

City of Wausau, Wisconsin

$10,560,000 General Obligation Promissory Notes, Series 2026A

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Philip L. Cosson, Senior Municipal Advisor
Brian Roemer, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$10,560,000 General Obligation Promissory Notes, Series 2026A

Purposes:

The proposed issue includes financing for the following purposes:

2026 capital projects and projects related to TIDs 3, 8, 11 and 12.

- Levy - 5 Years for Motor Pool purchases. Debt service will be paid from ad valorem property taxes.
- Levy - 10 Years for remaining non-TID capital projects. Debt service will be paid from ad valorem property taxes.
- TID 3 Projects. Debt service will be paid from ad valorem property taxes and abated with revenues of TID 3.
- TID 8 Projects. Debt service will be paid from ad valorem property taxes and abated with revenues of TID 8.
- TID 11 Projects. Debt service will be paid from ad valorem property taxes and abated with revenues of TID 11.
- TID 12 Projects. Debt service will be paid from ad valorem property taxes and abated with revenues of TID 12.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be approximately $74,869,527, which is 33% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $153,583,018.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on April 1 in the years 2027 through 2036. Interest will be due every six months beginning April 1, 2027.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2033 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than $10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aa3". The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating if the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered "reoffering premium." For this issue of Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premiums may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on May 6, 2026, which delegates authority to the Finance Director/Treasurer to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

* Issue size not to exceed $10,560,000

* Maximum Bid of 108.00%

* Minimum Bid of 99.00%

* Maximum True Interest Cost (TIC) of 4.25%

* Maturity Schedule Adjustments may increase or decrease by up to $500,000 for maturities in the years 2027 through 2036.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obliged to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exceptions(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitation, 6) investments yield restrictions, 7) de minimis rules, or 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

Bond Counsel and Disclosure Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	April 14, 2026
Due Diligence Call to Review Official Statement:	Week of April 20, 2026
Conference with Rating Agency:	Week of April 20, 2026
Distribute Official Statement:	April 29, 2026
Designated Officials Award Sale of the Notes:	May 6, 2026
Estimated Closing Date:	May 27, 2026

Attachments

Estimated Sources and Uses of Funds

Base Case Analysis

Estimated Proposed Debt Service Schedule

Tax Impact Analysis

General Obligation Borrowing Capacity

Bond Buyer Index

EHLERS' CONTACTS

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Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Dan Pagac, Public Finance Analyst	(262) 796-6163
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1
Existing G.O. Debt Base Case
City of Wausau, WI

Year Ending	Existing Debt											Year Ending
	Total G.O. Debt Payments	Less: TID #3	Less: TID #8	Less: TID #10	Less: TID #11	Less: TID #12	Less: Debt Service Fund	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $350,000 Home	
2026	14,151,417	(4,604,563)	(852,893)	(540,971)	(1,222,008)	(1,145,600)	(175,408)	5,609,975	4,109,321,500	$1.37	$477.81	2026
2027	11,728,190	(3,122,535)	(870,298)	(580,110)	(1,226,225)	(745,950)		5,183,073	4,325,129,461	$1.20	$419.43	2027
2028	11,715,958	(3,267,710)	(881,825)	(574,285)	(1,220,098)	(747,015)		5,025,026	4,552,270,941	$1.10	$386.35	2028
2029	11,186,162	(2,945,970)	(864,938)	(567,810)	(1,212,245)	(741,968)		4,853,232	4,791,341,140	$1.01	$354.52	2029
2030	10,078,015	(2,813,975)	(614,713)	(531,080)	(1,202,873)	(736,060)		4,179,315	5,042,966,514	$0.83	$290.06	2030
2031	8,789,301	(2,215,150)	(512,013)	(415,750)	(1,197,038)	(689,675)		3,759,676	5,307,806,420	$0.71	$247.92	2031
2032	5,691,461	0	(491,425)	(393,750)	(784,755)	(689,405)		3,332,126	5,586,554,841	$0.60	$208.76	2032
2033	5,139,036		(448,375)	(380,625)	(786,208)	(689,853)		2,833,976	5,879,942,206	$0.48	$168.69	2033
2034	3,201,608		(132,425)	0	(492,568)	(326,755)		2,249,860	6,188,737,304	$0.36	$127.24	2034
2035	2,306,801		0		(489,244)	(325,348)		1,492,210	6,513,749,298	$0.23	$80.18	2035
2036	838,730				0	(323,520)		515,210	6,855,829,847	$0.08	$26.30	2036
2037	305,097					0		305,097	7,215,875,333	$0.04	$14.80	2037
2038	307,535							307,535	7,594,829,216	$0.04	$14.17	2038
2039	299,835							299,835	7,993,684,503	$0.04	$13.13	2039
2040	15,985							15,985	8,413,486,349	$0.00	$0.66	2040
2041	15,985							15,985	8,855,334,798	$0.00	$0.63	2041
2042	15,985							15,985	9,320,387,664	$0.00	$0.60	2042
2043	15,985							15,985	9,809,863,568	$0.00	$0.57	2043
2044	15,985							15,985	10,325,045,126	$0.00	$0.54	2044
2045	15,984							15,984	10,867,282,313	$0.00	$0.51	2045
2046	0							0	11,437,996,002	$0.00	$0.00	2046
Total	85,835,052	(18,969,902)	(5,668,903)	(3,984,381)	(9,833,259)	(7,161,148)	(175,408)	40,042,052				Total

Notes:

Legend:

Represents +/- 25% Change over previous year

Table 2
Capital Improvement Plan & Funding Uses
City of Wausau, WI

Projects	Purpose/Dept.	Plan Issue	Funding	2026	Totals
East Wausau Avenue Reconstruction STH 52	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	300,000	*300,000*
Signal Replacement and Pedistrian Crossing Improvements	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	57,000	*57,000*
Reconstruction of Stark Street from 5th Street to 12th Street	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	1,930,000	*1,930,000*
Reconstruction of West Wausau Avenue from North 10th Avenue to Stevens Drive	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	310,000	*310,000*
Street Tree Planting	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	25,000	*25,000*
Mill and Pave 28th Avenue from Westhill Drive to West Wausau Avenue	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	175,000	*175,000*
Asphalt Overlay	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	600,000	*600,000*
Alley Paving	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	45,000	*45,000*
Sidewalk Projects	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	250,000	*250,000*
Concrete Repairs	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	300,000	*300,000*
Pavement Markings	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	75,000	*75,000*
Land of Public Works Facility Expansion	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	0	*0*
Memorial Park Drive and Lot Pavement Projectq	Levy - 10 Years	2026 G.O. Notes	G.O. Debt	228,000	*228,000*
Motor Pool	Levy - 5 Years	2026 G.O. Notes	G.O. Debt	2,000,000	*2,000,000*
Utility relocations	TID 3	2026 G.O. Notes	G.O. Debt	1,200,000	*1,200,000*
North 8th Ave	TID 8	2026 G.O. Notes	G.O. Debt	870,000	*870,000*
Business Campus Trail	TID 11	2026 G.O. Notes	G.O. Debt	451,415	*451,415*
Division St from 2nd St east to 2nd St from Forest to Division St	TID 12	2026 G.O. Notes	G.O. Debt	320,000	*320,000*
Riverfront Parking Lot	TID 12	2026 G.O. Notes	G.O. Debt	650,000	*650,000*
Ramp 3 improvements	TID 12	2026 G.O. Notes	G.O. Debt	300,000	*300,000*
Sidewalk Improvements	TID 12	2026 G.O. Notes	G.O. Debt	150,000	*150,000*
Street Lighting	TID 12	2026 G.O. Notes	G.O. Debt	150,000	*150,000*
Actual CIP Costs				**10,386,415**	**10,386,415**

Table 3
Capital Improvements Financing Plan
City of Wausau, WI

		2026 G.O. Notes	Levy - 10 Years Portion	Levy - 5 Years Portion	TID 3 Portion	TID 8 Portion	TID 11 Portion	TID 12 Portion
CIP Projects[1]								
Capital Projects		6,295,000	4,295,000	2,000,000				
Tax Increment Projects		4,091,415			1,200,000	870,000	451,415	1,570,000
Subtotal Project Costs		**10,386,415**	**4,295,000**	**2,000,000**	**1,200,000**	**870,000**	**451,415**	**1,570,000**
CIP Projects[1]		**10,386,415**	**4,295,000**	**2,000,000**	**1,200,000**	**870,000**	**451,415**	**1,570,000**
Estimated Issuance Expenses		**250,300**	**103,462**	**48,235**	**28,917**	**20,977**	**10,903**	**37,806**
Municipal Advisor (Ehlers)		53,100	21,949	10,233	6,135	4,450	2,313	8,020
Bond Counsel		35,000	14,467	6,745	4,044	2,933	1,525	5,286
Disclosure Counsel		22,750	9,404	4,384	2,628	1,907	991	3,436
Rating Fee		33,000	13,641	6,359	3,813	2,766	1,438	4,984
Maximum Underwriter's Discount	10.00	105,600	43,650	20,350	12,200	8,850	4,600	15,950
Paying Agent		850	351	164	98	71	37	128
Subtotal Issuance Expenses		250,300	103,462	48,235	28,917	20,977	10,903	37,806
TOTAL TO BE FINANCED		**10,636,715**	**4,398,462**	**2,048,235**	**1,228,917**	**890,977**	**462,318**	**1,607,806**
Estimated Interest Earnings	3.00%	(77,898)	(32,212.50)	(15,000.00)	(9,000.00)	(6,525.00)	(3,385.61)	(11,775.00)
Assumed spend down (months)	3.00							
Rounding		1,183	(1,250)	1,765	83	548	1,067	(1,031)
NET BOND SIZE		**10,560,000**	**4,365,000**	**2,035,000**	**1,220,000**	**885,000**	**460,000**	**1,595,000**

Notes:
1) Project Total Estimates

Table 4
Allocation of Debt Service - 2026 G.O. Notes
City of Wausau, WI

Year	Levy - 10 Years Portion				Levy - 5 Years Portion			TID 3 Portion			TID 8 Portion			TID 11 Portion			TID 12 Portion			Year	Totals		
Ending	Principal	Est. Rate[1]	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Ending	Principal (4/1)	Interest	Total
2026				0			0			0			0			0			0	2026	0	0	0
2027	275,000	3.00%	186,779	461,779	300,000	78,903	378,903	220,000	46,592	266,592	70,000	37,525	107,525	40,000	19,157	59,157	120,000	67,704	187,704	2027	1,025,000	436,661	1,461,661
2028	375,000	3.00%	128,120	503,120	300,000	48,535	348,535	240,000	26,910	266,910	80,000	25,393	105,393	45,000	12,820	57,820	145,000	45,923	190,923	2028	1,185,000	287,700	1,472,700
2029	375,000	3.05%	116,776	491,776	400,000	37,935	437,935	245,000	19,574	264,574	80,000	22,973	102,973	50,000	11,383	61,383	150,000	41,460	191,460	2029	1,300,000	250,100	1,550,100
2030	405,000	3.05%	104,881	509,881	500,000	24,210	524,210	255,000	11,949	266,949	85,000	20,456	105,456	50,000	9,858	59,858	155,000	36,809	191,809	2030	1,450,000	208,163	1,658,163
2031	440,000	3.10%	91,885	531,885	535,000	8,293	543,293	260,000	4,030	264,030	85,000	17,843	102,843	50,000	8,320	58,320	155,000	32,043	187,043	2031	1,525,000	162,413	1,687,413
2032	445,000	3.20%	77,945	522,945		0	0		0	0	90,000	15,085	105,085	55,000	6,665	61,665	160,000	27,080	187,080	2032	750,000	126,775	876,775
2033	480,000	3.30%	62,905	542,905		0	0		0	0	95,000	12,078	107,078	55,000	4,878	59,878	170,000	21,715	191,715	2033	800,000	101,575	901,575
2034	500,000	3.40%	46,485	546,485		0	0		0	0	95,000	8,895	103,895	55,000	3,035	58,035	175,000	15,935	190,935	2034	825,000	74,350	899,350
2035	535,000	3.50%	28,623	563,623		0	0		0	0	100,000	5,530	105,530	60,000	1,050	61,050	180,000	9,810	189,810	2035	875,000	45,013	920,013
2036	535,000	3.60%	9,630	544,630		0	0		0	0	105,000	1,890	106,890		0	0	185,000	3,330	188,330	2036	825,000	14,850	839,850
Total	4,365,000		854,029	5,219,029	2,035,000	197,875	2,232,875	1,220,000	109,055	1,329,055	885,000	167,667	1,052,667	460,000	77,164	537,164	1,595,000	301,808	1,896,808	Total	10,560,000	1,707,598	12,267,598

Notes:
1) Estimated Rate assumes current GO Non-BQ "Aa3" market rates + 50 bps. Estimated TIC is 3.54%

Table 5
Financing Plan Tax Impact
City of Wausau, WI

Year Ending	Existing Debt: Total Debt Payments	Less: TID #3	Less: TID #8	Less: TID #10	Less: TID #11	Less: TID #12	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $350,000 Home	Proposed Debt: 2026 G.O. Notes 10,560,000 Dated: 5/27/2026 Total P&I	Abatements: Less: TID 3	Less: TID 8	Less: TID 11	Less: TID 12	Debt Service Levy: Total Net Debt Service Levy	Levy Change from Prior Year	Taxes: Total Tax Rate for Debt Service	Annual Taxes $350,000 Home	Annual Taxes Difference From Prior Year	Annual Taxes Difference From Existing	Year Ending
2026	14,151,417	(4,604,563)	(852,893)	(540,971)	(1,222,008)	(1,145,600)	5,609,975		4,109,321,500	$1.37	$477.81	0	0	0	0	0	5,609,975		$1.37	$478		$0.00	2026
2027	11,728,190	(3,122,535)	(870,298)	(580,110)	(1,226,225)	(745,950)	5,183,073	(426,902)	4,325,129,461	$1.20	$419.43	1,461,661	(266,592)	(107,525)	(59,157)	(187,704)	6,197,434	587,459	$1.43	$502	$24	$82	2027
2028	11,715,958	(3,267,710)	(881,825)	(574,285)	(1,220,098)	(747,015)	5,025,026	(158,047)	4,552,270,941	$1.10	$386.35	1,472,700	(266,910)	(105,393)	(57,820)	(190,923)	6,049,751	(147,684)	$1.33	$465	($36)	$79	2028
2029	11,186,162	(2,945,970)	(864,938)	(567,810)	(1,212,245)	(741,968)	4,853,232	(171,794)	4,791,341,140	$1.01	$354.52	1,550,100	(264,574)	(102,973)	(61,383)	(191,460)	5,956,012	(93,739)	$1.24	$435	($30)	$81	2029
2030	10,078,015	(2,813,975)	(614,713)	(531,080)	(1,202,873)	(736,060)	4,179,315	(673,917)	5,042,966,514	$0.83	$290.06	1,658,163	(266,949)	(105,456)	(59,858)	(191,809)	5,386,475	(569,537)	$1.07	$374	($61)	$84	2030
2031	8,789,301	(2,215,150)	(512,013)	(415,750)	(1,197,038)	(689,675)	3,759,676	(419,639)	5,307,806,420	$0.71	$247.92	1,687,413	(264,030)	(102,843)	(58,320)	(187,043)	5,007,921	(378,553)	$0.94	$330	($44)	$82	2031
2032	5,691,461	0	(491,425)	(393,750)	(784,755)	(689,405)	3,332,126	(427,550)	5,586,554,841	$0.60	$208.76	876,775	0	(105,085)	(61,665)	(187,080)	4,028,138	(979,783)	$0.72	$252	($78)	$44	2032
2033	5,139,036	0	(448,375)	(380,625)	(786,208)	(689,853)	2,833,976	(498,149)	5,879,942,206	$0.48	$168.69	901,575	0	(107,078)	(59,878)	(191,715)	3,549,948	(478,190)	$0.60	$211	($41)	$43	2033
2034	3,201,608	0	(132,425)	0	(492,568)	(326,755)	2,249,860	(584,116)	6,188,737,304	$0.36	$127.24	899,350	0	(103,895)	(58,035)	(190,935)	2,969,412	(580,536)	$0.48	$168	($43)	$41	2034
2035	2,306,801	0	0	0	(489,244)	(325,348)	1,492,210	(757,651)	6,513,749,298	$0.23	$80.18	920,013	0	(105,530)	(61,050)	(189,810)	2,228,898	(740,514)	$0.34	$120	($48)	$40	2035
2036	838,730	0	0	0	0	(323,520)	515,210	(977,000)	6,855,829,847	$0.08	$26.30	839,850	0	(106,890)	0	(188,330)	1,232,906	(995,993)	$0.18	$63	($57)	$37	2036
2037	305,097	0	0	0	0	0	305,097	(210,113)	7,215,875,333	$0.04	$14.80	0	0	0	0	0	478,162	(754,743)	$0.07	$23	($40)	$8	2037
2038	307,535	0	0	0	0	0	307,535	2,437	7,594,829,216	$0.04	$14.17	0	0	0	0	0	480,599	2,437	$0.06	$22	($1)	$8	2038
2039	299,835	0	0	0	0	0	299,835	(7,700)	7,993,684,503	$0.04	$13.13	0	0	0	0	0	472,899	(7,701)	$0.06	$21	($1)	$8	2039
2040	15,985	0	0	0	0	0	15,985	(283,850)	8,413,486,349	$0.00	$0.66	0	0	0	0	0	189,048	(283,851)	$0.02	$8	($13)	$7	2040
2041	15,985	0	0	0	0	0	15,985	(0)	8,855,334,798	$0.00	$0.63	0	0	0	0	0	189,048	(1)	$0.02	$7	($0)	$7	2041
2042	15,985	0	0	0	0	0	15,985	(0)	9,320,387,664	$0.00	$0.60	0	0	0	0	0	189,047	(1)	$0.02	$7	($0)	$6	2042
2043	15,985	0	0	0	0	0	15,985	(0)	9,809,863,568	$0.00	$0.57	0	0	0	0	0	189,047	(1)	$0.02	$7	($0)	$6	2043
2044	15,985	0	0	0	0	0	15,985	(0)	10,325,045,126	$0.00	$0.54	0	0	0	0	0	189,046	(1)	$0.02	$6	($0)	$6	2044
2045	15,984	0	0	0	0	0	15,984	(0)	10,867,282,313	$0.00	$0.51	0	0	0	0	0	189,045	(1)	$0.02	$6	($0)	$6	2045
2046	0	0	0	0	0	0	0	(15,984)	11,437,996,002	$0.00	$0.00	0	0	0	0	0	173,060	(15,985)	$0.02	$5	($1)	$5	2046
Total	85,835,052	(18,969,902)	(5,668,903)	(3,984,381)	(9,833,259)	(7,161,148)	40,042,052					12,267,598	(1,329,055)	(1,052,667)	(537,164)	(1,896,808)						678	Total
																						Cost of new debt to Sample Taxpayer	

Notes:

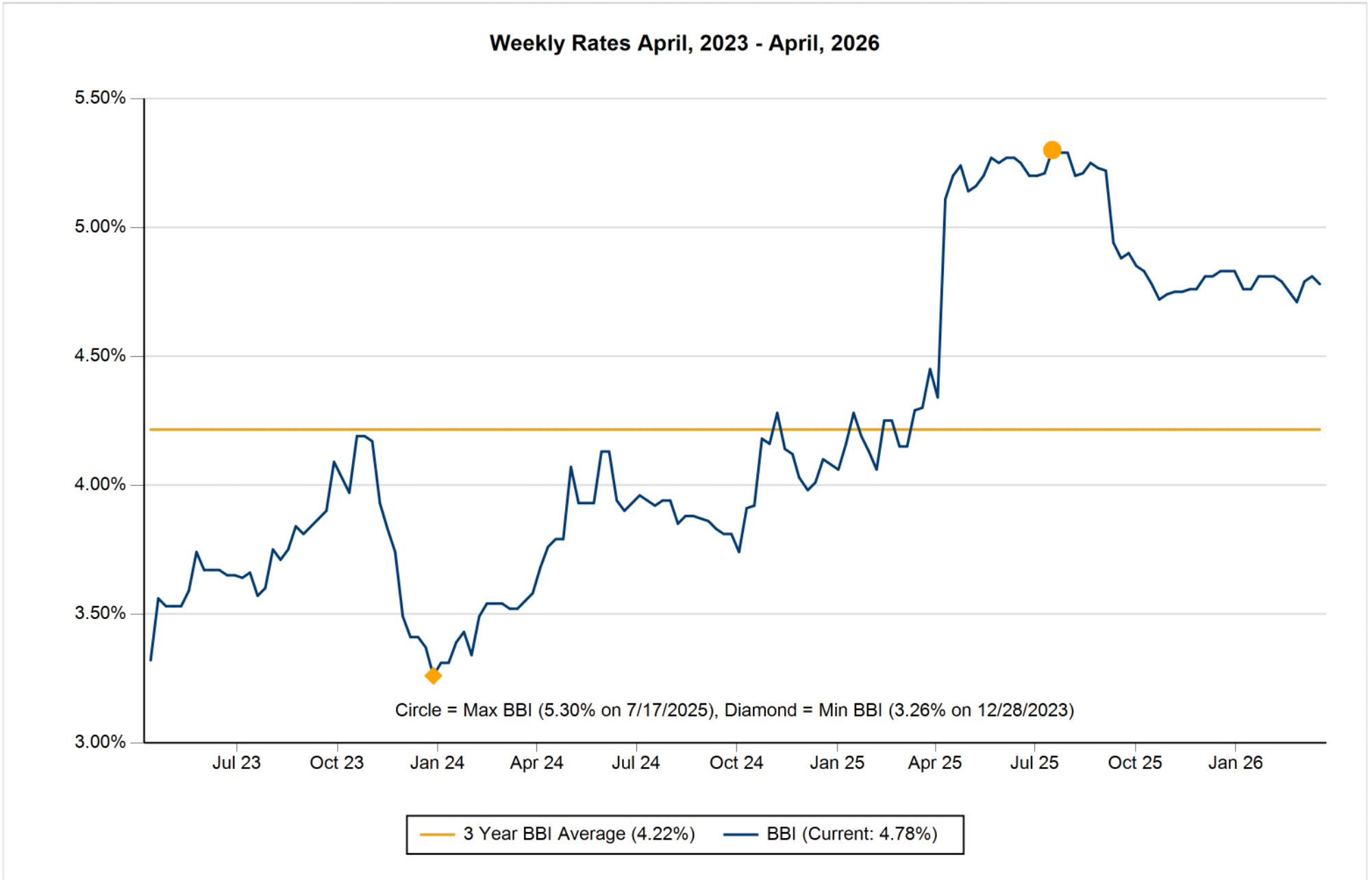
Table 6
General Obligation Debt Capacity Analysis - Impact of Financing Plan
City of Wausau, WI

Existing Debt					Proposed Debt				
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	% of Limit	2026 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2025	4,569,050,900	228,452,545	76,819,373	**34%**		$76,819,373	**34%**	$151,633,172	2025
2026	4,784,407,886	239,220,394	64,309,527	**27%**	10,560,000	$74,869,527	**31%**	$164,350,868	2026
2027	5,009,915,477	250,495,774	54,323,884	**22%**	9,535,000	$63,858,884	**25%**	$186,636,890	2027
2028	5,246,052,110	262,302,606	44,287,665	**17%**	8,350,000	$52,637,665	**20%**	$209,664,940	2028
2029	5,493,318,774	274,665,939	34,425,868	**13%**	7,050,000	$41,475,868	**15%**	$233,190,071	2029
2030	5,752,240,068	287,612,003	25,333,492	**9%**	5,600,000	$30,933,492	**11%**	$256,678,512	2030
2031	6,023,365,322	301,168,266	17,215,534	**6%**	4,075,000	$21,290,534	**7%**	$279,877,732	2031
2032	6,307,269,754	315,363,488	11,951,994	**4%**	3,325,000	$15,276,994	**5%**	$300,086,494	2032
2033	6,604,555,697	330,227,785	7,072,870	**2%**	2,525,000	$9,597,870	**3%**	$320,629,914	2033
2034	6,915,853,872	345,792,694	4,013,161	**1%**	1,700,000	$5,713,161	**2%**	$340,079,532	2034
2035	7,241,824,731	362,091,237	1,777,865	**0%**	825,000	$2,602,865	**1%**	$359,488,371	2035
2036	7,583,159,853	379,157,993	972,256	**0%**	0	$972,256	**0%**	$378,185,737	2036
2037	7,940,583,416	397,029,171	686,607	**0%**	0	$686,607	**0%**	$396,342,564	2037
2038	8,314,853,729	415,742,686	390,919	**0%**	0	$390,919	**0%**	$415,351,767	2038
2039	8,706,764,845	435,338,242	95,192	**0%**	0	$95,192	**0%**	$435,243,050	2039
2040	9,117,148,243	455,857,412	79,425	**0%**	0	$79,425	**0%**	$455,777,987	2040
2041	9,546,874,593	477,343,730	63,620	**0%**	0	$63,620	**0%**	$477,280,110	2041
2042	9,996,855,603	499,842,780	47,774	**0%**	0	$47,774	**0%**	$499,795,006	2042
2043	10,468,045,953	523,402,298	31,889	**0%**	0	$31,889	**0%**	$523,370,408	2043
2044	10,961,445,321	548,072,266	15,965	**0%**	0	$15,965	**0%**	$548,056,302	2044
2045	11,478,100,503	573,905,025	(0)	**0%**	0	$0	**0%**	$573,905,025	2045

Notes:

1) Projected TID IN EV based on discounted 5-year average at 4.71% annual inflation.

3 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

EHLERS
PUBLIC FINANCE ADVISORS

MUNICIPAL INFORMATION QUESTIONNAIRE

Prepared and Submitted By:
Maryanne A. Groat
Finance Director/Treasurer

1. Official Name of Government Unit: City of Wausau
2. County: Marathon
3. Employer I. D. #: 39-6005648
4. Address: 407 Grant Street, Wausau, WI 54403

   Phone Number: (715) 261-6500 Fax Number: (715) 261-6626
5. Contact Person: Maryanne A. Groat, Finance Director/Treasurer (715) 261-6645
6. Date/Time/Place of Regular Meetings: 2nd and 4th Tuesday, 6:30 p.m. in City Council Chambers
7. Does Municipality have an official or corporate seal? ☒ **YES** ☐ **NO**
8. Name of Official Newspaper, if any: Wausau Daily Herald

   ☐ **WEEKLY** ☒ **DAILY** What day:
9. Class and form of government (i.e., mayor/ council plan, etc). Mayor/council plan Second Class
10. Administrators and Officers: ***(Please complete with official names (including middle initials) as used to sign legal documents.)***

Name	Elected or Appointed?	Date Term of Office Expires
Doug Diny Mayor	Elected	04/2028
Kaitlyn A. Bernarde City Clerk kaitlyn.bernarde@wausauwi.gov	N/A	N/A
Kody Hart Deputy City Clerk Kody.Hart2@wausauwi.gov	N/A	N/A
Maryanne A. Groat Finance Director/Treasurer maryanne.groat@wausauwi.gov	N/A	N/A
Season Welle Assistant Finance Director Season.Welle@wausauwi.gov	N/A	N/A

Anne L. Jacobson
City Attorney
407 Grant Street
Wausau, WI 54403
Phone Number: 715-261-6590 Fax Number: 715-261-6808
anne.jacobson@wausauwi.gov

11. Number of Common Council members? 11 ***(Please attach current list)***

12. Are there any special resolutions or ordinances in effect (other than Wisconsin's Open Meeting law) regarding meeting notices, quorum requirements, etc.? ☐ YES ☐ NO
If yes, please provide detail. _____

13. Are there any proceedings now pending with respect to a change in the form of government or the detachment of territory? ☐ YES ☐ NO
If yes, please provide detail. _____

14. Has the governing body or electors adopted any charter ordinances under electors adopted any charter ordinances under Section 66.0101, Wis. Stats. or direct legislation under Section 9.20, Wis. Stats. restricting borrowing by the City or are any proceedings for such purposes now pending? ☐ YES ☐ NO
If yes, please provide detail. _____

15. Is there any litigation pending or threatened with respect to the corporate existence, organization, or boundaries of the government unit or the right of title of any officer of the government unit to his or her respective office? ☐ YES ☐ NO
If yes, please provide detail. _____

16. Are there any resolutions in effect which require any officers other than the mayor and clerk, to execute bonds or notes or other documents evidencing indebtedness? *If yes, please provide detail.* ☐ YES ☐ NO
_____

17. Other than the attached, are there any other facts or circumstances which could have an impact on the issuance of the bonds or notes in question (e.g., debt policy or litigation other than as set forth above, annexations, etc)? ☐ YES ☐ NO

If yes, please discuss. _____

_____

Prepared and submitted by:

_____

Maryanne A. Groat
Finance Director/Treasurer

Signed on:_____

CITY OF WAUSAU, WISCONSIN
DEBT MANAGEMENT POLICIES ON TAX EXEMPT DEBT

The City of Wausau recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy provides the financial management tools to guide the Council with the City's overall debt financing structure.

Primary objectives of the policy are to:

- Establish the appropriate use of debt.
- Find alternative methods to pay debt service costs other than property tax.
- Minimize the City's debt service and issuance costs.
- Retain the highest practical credit rating.
- Provide complete financial reporting and disclosure.
- Maintain level and affordable annual debt service payments.

The City Council has adopted this policy, by resolution, to provide general guidelines for the debt management structure of the City. Situations and conditions may occur requiring a variation from the policy. These variations must be clearly communicated to the Council and citizens prior to deliberation on such debt policy changes.

POLICIES

CAPITAL PLANNING

The City's long term capital and financing plan will be documented in a multi-year Capital Improvement Plan. The plan will be submitted to the Common Council for consideration and adoption as part of the annual budget process. Individual departments will prepare an annual multi-year plan, and assist in the coordination of the overall city-wide plan. The capital plan will represent a one year, capital improvement budget and a five-year, long term capital plan. The capital plan will contain a comprehensive description of the sources and uses of funds, and a forecast of future debt issuance. The plan will examine the long range implications of future debt issues on debt outstanding, annual principal and interest requirements, and the general property tax levy required for debt service payments.

USES OF DEBT AND OTHER FORMS OF BORROWING

The City may use long term financing for the acquisition, maintenance, replacement, or expansion of capital assets and infrastructure. The City will not issue long term debt to fund current operations. Financing options allowed under State of Wisconsin Statutes, including but not limited to: general obligation bonds and notes, State Trust Fund Loans, utility mortgage revenue bonds, capital or secured equipment leases, tax increment bonds, special obligation bonds and bond anticipation notes may be considered.

LENGTH OF DEBT AND TIMING OF BOND ISSUES

Debt will be structured to provide for the shortest repayment period, while minimizing large fluctuations in property tax or other revenue requirements for debt retirement. The amortization period will be based upon a fair allocation of costs to current and future beneficiaries of the capital and infrastructure assets, and to revenue streams used to finance the annual debt service payments. Generally, the City issues promissory notes with a ten (10) year amortization for general capital improvement projects. Tax increment financing projects, and significant facility projects may warrant a longer term debt schedule, but in most cases no to exceed a twenty year repayment schedule. Call features may be included if appropriate and financially feasible. Under no situations will the financing term exceed the useful life or average useful lives of the assets to be financed. To help protect the City's bond rating, bond sales will be scheduled in an orderly schedule to assure the markets of the stability of the City's financial decisions.

CAPITALIZED INTEREST

The City will generally not capitalize interest on its general fixed assets and infrastructure assets. Capitalized interest will be considered an increased cost of the project for proprietary fund assets for which borrowing is used as a financing mechanism.

DEBT CAPACITIES

Utilizing the City's debt capacity will be used only after other financing options have been exhausted. Such debt issuance must comply with all other requirements of the debt policy The increased use of debt shall not negatively impact the City's credit rating.

DEBT GUARANTEES AND ENHANCEMENTS

The City may consider, on an individual basis, the use of bond insurance or other debt enhancements when it proves cost effective or otherwise desirable. Such guarantees could consider the commitment of assets, and other resources to secure the City's financial position. Fiscal analysis must indicate areas of risk and show that revenues are sufficient to cover annual debt requirements. Selection of credit enhancements will be recommended by the financial advisor and finance director.

CONDUIT FINANCING

Conduit financing is debt issued by the City of Wausau to finance a project of a non-city third party . The City may sponsor conduit financing for those activities (economic and industrial development, housing, health facilities, etc.) that have a general public purpose and are consistent with the City's overall goals. Unless a compelling public policy rationale exists, such conduit financing will not in any way pledge the City's faith and credit. Information regarding the financial feasibility of the project and financial capacity of the company may be reviewed by the City prior to the approval of such financing.

CREDIT RATING

The City of Wausau seeks to maintain the highest possible credit rating for all categories of debt that can be achieved without compromising the City's operational objectives. The City recognizes that its credit rating can be impacted by conditions of the economy which are out of its control.

FINANCIAL DISCLOSURE

Every financial report and bond prospectus will follow the City's commitment to complete and full disclosure in conformance with industry requirements. The City's intent is to provide necessary information to constituents, council members, investors, departments, financial institutions, rating agencies, grantors, governmental agencies, and other interested parties. This includes, but is not limited to, meeting the Securities and Exchange Commission Rule 15c2-12 secondary disclosure requirements.

DEBT LIMITS

The City will maintain outstanding debt in an amount not exceeding one-half of the City's aggregate statutory borrowing limit prescribed by State Statute 67.03(1)(a), in order to maintain a borrowing appropriate with our credit rating objectives, and the City's desire to preserve its financial flexibility by maintaining an adequate unused margin to be available for extreme emergencies.

PAY AS YOU GO FINANCING

The City will strive to provide pay as you go financing at levels appropriate to the current years capital improvement budget. Using combinations of current year's property tax levy and previously unspent funds, the City will also commit an annual contribution of general property tax dollars equal to or greater than the previous years commitment.

INDEPENDENCE, METHOD AND AWARD OF SALE

The City will select a method of sale that is most appropriate in light of the City's financial position, the market environment, project specific needs, and other related conditions. Unless specific situations exist,, the City will issue its debt obligations through a competitive sale. Award of the sale will be based on the True Interest Cost Method (TIC). Under certain situations, it may be appropriate to seek financing through other methods such as negotiated sale, or private placement. All such alternative methods of sale will receive prior approval from the Finance Committee and Common Council. The financial advisor shall maintain complete independence from the underwriting process.

REFUNDING PRACTICES

Periodic reviews of all outstanding debt will be performed to determine refunding opportunities. Refunding will be considered when there is a net economic benefit, (as measured in "present value"), of the refunding, to improve restrictive debt covenants, or to improve debt structure.

ARBITRAGE

The City's bond counsel will prepare a nonarbitrage certificate with each tax-exempt issue. It is the responsibility of the Finance Department to assure compliance with the most current arbitrage regulations. The City will segregate bond fund investments or, at a minimum, maintain monthly allocations of commingled bond investments. The City will plan projects carefully in advance to determine the applicability of the rebate exceptions and if necessary, will have rebate calculations performed annually during the construction period, and no less often than on a five year basis thereafter, until the bonds mature.