



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **FINANCE COMMITTEE**
 Date/Time: **Tuesday, January 23, 2024, at 5:15 PM**
 Location: **City Hall (407 Grant Street) - Council Chambers**
 Members: Lisa Rasmussen (C), Doug Diny (VC), Michael Martens, Sarah Watson, Carol Lukens

AGENDA ITEMS

- 1 Minutes of the previous meeting(s) (01/09/2024).
 - 2 Discussion and possible action on alleged claim for recovery of unlawful tax – 901 S. 22nd Avenue (Drake).
 - 3 Discussion and possible action on Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance.
 - 4 Discussion and possible action on Small Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri)
 - 5 Discussion and possible action on authorizing the redemption of Certain General Obligation Promissory Notes.
 - 6 Discussion and possible action regarding ARPA funding requests and related budget modification moving funds from Fire Department positions to Community Outreach Coordinator position.
 - 7 Discussion and possible action regarding ARPA funding requests and related budget modification for River Edge Trail Extension - Thomas Street
 - 8 Discussion and possible action to approve grants related to the River Edge Trail Extension.
 - 9 Discussion and possible action for a request for reclassification of Admin I in the Department of Public Works to Admin II.
 - 10 Discussion and possible action to an amendment to policy 5.17 to include standby pay to Fleet technician.
 - 11 Discussion and possible action on First Amendment to the Grant Agreement between City of Wausau and State of Wisconsin for Neighborhood Investment Fund Grant Program for Westside Battery Site.
 - 12 Discussion and possible action approving a counter-offer to purchase the property at 1100 West Street for the purpose of construction a Fleet Maintenance Facility.
- CLOSED SESSION** pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding approving a counter-offer for purchasing 1100 West Street.
- RECONVENE** into Open Session, to take action on Closed Session item.

Adjourn

Lisa Rasmussen, Chair

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

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kody.hart2@ci.wausau.wi.us with "Finance Committee Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 1/19/2024 at 4:00 PM

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

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

FINANCE COMMITTEE

Date and Time: Tuesday, January 9, 2024, at 5:30 P.M., Council Chambers

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Jeremy Kopp, Eric Lindman, Liz Brodek, Tammy Stratz, Kody Hart

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

Minutes of the previous meeting(s) (12/5/2023, 12/19/2023).

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

Discussion and possible action on Fee Schedule Parking Permits Lot 6.

Rasmussen questioned if there will be effective communication between the church entity and the business seeking parking permits to accommodate parking needs based on events happening. There will be a line of communication.

Watson questioned if there would be designated parking spots. In accordance with how other permit parking lots operate, there would not be designated parking spots for Lot 6.

Diny questioned if there was a sunset on this agreement. There is not an agreement, instead the city would open a number of parking permits for sale in this lot and the business would come in to purchase those permits. The city can choose to repeal permit parking on an annual basis should there be a need.

Motion by Diny, seconded by Watson, to approve the sale of 10 parking permits in Lot 6. Motion carried 5-0.

Discussion and possible action on First Amendment American Rescue Plan Act Subrecipient Agreement with Catholic Charities.

Martens questioned what was in the original agreement with Catholic Charities for ARPA funding. The funding was allocated originally for the organization to operate a 365-day warming shelter, and then expended an additional amount for operation of a day center, and then expended an additional amount for Catholic Charities to oversee the Open Door organization. Martens questioned if Catholic Charities would provide additional services with this additional funding. The funding would allow them to continue providing day services for longer.

Rasmussen questioned an additional option proposed for spending to fund staff time within the Community Development Department for oversight of these operations as Open Door is no longer operating, the oversight would no longer be necessary. The Community Development Department still has a measure of oversight when it comes to managing the payments and reporting those correctly.

Diny stated that there are still a number of ARPA funding needs and suggested rescoring this request along with the other funding needs. This funding would be a proportional cost for staff time in oversight out of the already allocated funds.

Rasmussen stated that funding from ARPA has historically been utilized for external needs and not internally within city government.

Watson stated that using ARPA funding to fund staff time is a public facing need as the oversight helps this public facing operation continue to stay open.

Lukens questioned if Catholic Charities could expand this day center operation. The organization has someone hired to operate the day center but due to a lack of an agreement in place is not able to fully conduct the work. The day center is currently open 2 days a week at this time and could open more upon the allocation of these funds.

Rasmussen questioned where an agreement is and how long it would take to finalize an agreement. There is a person hired by the organization to operate the center, and a meeting is planned to finalize an agreement based on the decision of funding.

Rasmussen stated that the ARPA allocation of staff time funds was not properly agendaized and vetted by the committee and an option could be to subtract the proposed staff time funds from the original request and allocate the remainder to day center operations as overseen by Catholic Charities.

Watson suggested allocating the full ARPA fund request to the organization and to reevaluate the proposal to allocate for staff time later in the year.

Martens stated support for allocating the full ARPA fund request to the organization and suggested that there should be a better estimation of the time it takes to do the oversight and see if an alternative funding source can be found.

Motion by Watson, seconded by Lukens, to approve to keep the \$51,129 with the original resolution towards the cause of the day center. Motion carried 5-0.

Discussion and possible action on approving Primary Towing Services Agreement with Joe Rader Towing, LLC and Secondary Towing Services Agreement with Lightning Towing.

Motion by Diny, seconded by Martens, to approve the agreements with the vendors. Motion carried 5-0.

Discussion and possible action on approving accepted offers for the following parcels in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project:

- Parcel 7 (7000 Stewart Avenue) – New Highway Right of Way Fee/Permanent Limited Easement/Temporary Limited Easement
- Parcel 16 (6631 Stewart Avenue) – New Highway Right of Way Fee/Temporary Limited Easement

Motion by Martens, seconded by Diny, to approve the accepted offers. Motion carried 5-0.

Discussion and possible action on accepting dedication of a portion of 7110 Stewart Avenue and a portion of 6601 Stewart Avenue for public right-of-way.

Motion by Watson, seconded by Lukens, to approve acceptance of the dedication. Motion carried 5-0.

Discussion and possible action on approving counteroffer for the following parcel in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project:

- Parcel 2 (7500 Stewart Avenue) – Temporary Limited Easement/Landscaping

CLOSED SESSION pursuant to s. 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: approving counteroffer for the following parcel in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project - Parcel 2 (7500 Stewart Avenue) – Temporary Limited Easement/Landscaping.

Motion by Martens, seconded by Lukens, to convene into Closed Session.

Roll Call Vote – Yes: Rasmussen, Diny, Martens, Watson, Lukens; No: None. Motion carried 5-0.

RECONVENE into Open Session, to take action on Closed Session item.

Motion by Watson, seconded by Diny, to approve the temporary limited easement with an increase of \$2,700 for landscaping. Motion carried 5-0.

Adjourn

Motion by Watson, seconded by Lukens, to adjourn the meeting. Motion carried.

Meeting adjourned at 6:11 P.M.

For full meeting video on YouTube: https://www.youtube.com/watch?v=mYR7T4fTwwg&list=PLTKmYFdIHPXd_az-LTeAEdTdJTFzvnwtd and https://www.youtube.com/watch?v=sQalzIvPrGM&list=PLTKmYFdIHPXd_az-LTeAEdTdJTFzvnwtd&index=2

Claim for Recovery of Unlawful Tax (74.35)

901 S 22ND AVE
291-2907-343-0995
WAUSAU, WI 54401
DRAKE PROPERTIES LLC

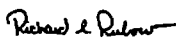
1. On December 21st, 2022, permit 202211379 was issued to Drake Properties LLC, by the City of Wausau Inspections Department to raze a house and garage located at 901 S 22nd Ave.
2. On December 27th, 2022, permit 202211379 was printed by the City of Wausau Assessment Department.
3. On December 29th, 2022, Richard Grefe added inspection notes in Evolve stating "The foundation is being removed entirely. Clean fill was being delivered at the inspection". On January 6th, 2023, Richard Grefe added inspection notes in Evolve stating "building gone, and area filled".
4. Wisconsin State Statue (70.01) states all property is to be assessed as of January 1st in the year when the taxed are levied.
5. Based on the finding of facts and the timeline of event, the raze permit 202211379 for 901 S 22nd Ave was missed by the assessment department as a palpable error. The information received and the inspection notes by Richard Grefe in Evolve, affirms that all buildings/improvements were razed prior to January 1st 2023, and were assessed.
6. If the palpable error did not occur, the assessed value would have been \$18,200 for a vacant parcel of land.

<u>2023 Current Assessed Value</u>	<u>2023 Correct Assessed Value</u>
Land: \$21,400	Land: \$18,200
Improvements: \$38700	Improvements: \$0
Total: \$60,100	Total: \$18,200

7. The net amount due on the 2023 tax bill was \$1,461.20 and it was paid in full on December 22nd, 2023.
8. The 2023 full tax rate .02563481 applied to per thousand of the corrected assessed value of \$18,200, renderers a tax amount of \$466.55, less First Dollar Credit of \$79.46. Equals a net tax amount of \$387.09.
9. On December 27, 2023, a Claim for Recovery of Unlawful Tax was filed with the City Clerk, Kaitlyn Bernarde.
10. The amount of taxes over paid due to the palpable error is \$1074.11

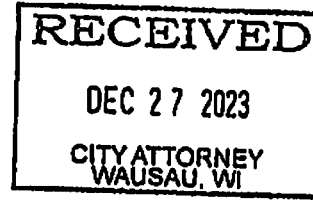
Based on all evidence, the Claim for Recovery of Unlawful Tax should be allowed.

Respectfully Submitted,



Rick Rubow
City Assessor
City of Wausau

Drake Properties LLC
131484 Big Rib River Drive
Athens, WI 54411



December 21, 2023

RE: 901 S. 22nd Avenue, Wausau, WI 54401

To whom it may concern,

I am filing a claim against the city of Wausau in regards to the property listed above. This property was taxed for a home on the tax roll that did not exist on 1/1/2023. The amount I am requesting be refunded is \$1074.11.

Thank you.

A handwritten signature in cursive script that reads "Scott Drake".

Scott Drake


RESOLUTION OF THE FINANCE COMMITTEE

Approving Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance

Committee Action: *Pending*

Fiscal Impact: Local 20% match

File Number: 22-0406

Date Introduced: January 23, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>			

RESOLUTION

WHEREAS, the State of Wisconsin offers a program of state financial assistance to counties for specialized transportation; and

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of elderly and disabled persons residing in each county bears to the total number of elderly and disabled persons residing in the State, but limited so that no county receives less than a minimum base amount; and

WHEREAS, Marathon County has applied to the Wis DOT for its proportionate share for years 2024 through 2028; and

WHEREAS, your Finance Committee, at their January 23, 2024 meeting, discussed and recommend entering into a Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride to receive its specialized transportation assistance 20% in exchange for certain duties and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute the Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance for years 2024 through 2028.

Approved:

Katie Rosenberg, Mayor

**SERVICE AGREEMENT
BETWEEN
MARATHON COUNTY
AND
NORTH CENTRAL HEALTH CARE AND THE WAUSAU AREA TRANSIT SYSTEM
FOR
SPECIALIZED TRANSPORTATION ASSISTANCE
FOR THE ELDERLY AND DISABLED
2024-2028**

This Service Agreement hereinafter referred to as the "AGREEMENT" is made and entered into between Marathon County, hereinafter referred to as the "COUNTY" and the North Central Health Care, hereinafter referred to as "NCHC" and the Wausau Area Transit System, d/b/a Metro Ride, hereinafter referred to as "METRO RIDE."

RECITALS

WHEREAS, s.85.21 Wis. Stats., authorizes a program of state financial assistance to counties for specialized transportation; and,

WHEREAS, s.20.395(1) (cr), Wis. Stats., appropriates funds for this assistance program; and,

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of elderly and disabled persons residing in each county bears to the total number of elderly and disabled persons residing in the state, but limited so that no county receives less than a minimum base amount; and,

WHEREAS, the COUNTY has applied to the Wisconsin Department of Transportation (WisDOT) for its proportionate share; and,

WHEREAS, 1983 Wisconsin Act 27 amended s.85.21(3)(c), Wis. Stats., to permit a county to hold state aid in trust beyond the end of a program year for future expenses or the acquisition or maintenance of transportation equipment; and

WHEREAS, Recipient has by resolution of its Board of Supervisors dated 5/22/1984 authorized state aid to be held in trust according to administrative rules promulgated by the WisDOT under TRANS 1.05(2), Wis. Admin. Code (January 1984) and has submitted a plan, approved by the WisDOT, for using the aid to be held in trust.

NOW THEREFORE, the parties agree as follows:

SECTION I: TERM

Except for the trust conditions established under Section VI, the term of this AGREEMENT shall extend from January 1, 2024, through December 31, 2028. The trust conditions established under Section VI shall remain in effect until they are terminated or amended.

SECTION II: PAYMENT BY THE COUNTY

Upon successfully applying for the WisDOT grant funds, The COUNTY will receive the funds from the WisDOT and will provide the appropriate 20% of the Grant as the local match, the total program funds available will be used for the delivery of the Program. The funds will be distributed as follows:

- Annually the NCHC will receive 72% of the total program funds to implement its portion of the elderly and disabled County Transportation Program within the entire county.
- METRO RIDE will receive 20% of the total program funds to implement its portion of elderly and disabled transportation in the City of Wausau area.
- The County Conservation, Planning and Zoning (CPZ) Department will receive 8% of the total program funds for administering the grant program for Marathon County.

Every year when WisDOT provides the allocation of funds to the counties for the subsequent year, the actual dollar amounts will be provided to NCHC and METRO RIDE for their annual budgeting processes.

SECTION III: RESPONSIBILITIES

- A. NCHC and METRO RIDE agree to undertake and complete the transportation project(s) as described in the annual 85.21 grant application to WisDOT, which will hereby be incorporated by reference into this AGREEMENT as ATTACHMENT I. The COUNTY may amend its application during the effective period of this AGREEMENT with the WisDOT's and NCHC's and METRO RIDE's concurrence, however the COUNTY agrees that the allocated aids will address the issue of the need for transportation services that are accessible to the developmentally and physically disabled population of the county and shall go towards efforts of making accessible transportation available to all seniors and individuals with a disability for the entire year.
- B. NCHC and METRO RIDE agree that it will comply with the Americans with Disabilities Act (ADA) of 1990 and all U.S. Department of Transportation regulations relating to enforcement of that Act.
- C. The COUNTY assures the WisDOT that at least 20% of the annual grant amount will be available to match the state assistance it receives under this AGREEMENT. The City of Wausau will assume their 20% match amount for the METRO RIDE portion of the Grant. No in-kind services, no federal or state categorical financial aid and no passenger revenue shall be allowed as part of the COUNTY match.
- D. NCHC and METRO RIDE agree to expend the grant funds on the projects described in the annual COUNTY 85.21 grant application in accordance with the 85.21 specialized transportation program guidance determined by WisDOT incorporated by reference into this AGREEMENT as ATTACHMENT II. NCHC and METRO RIDE agree to expend the required 20% local match amount within the term of this AGREEMENT before expending any grant dollars on the projects described in the application approved by the WisDOT. No portion of the local match amount may be placed or held in Trust.

- E. NCHC and METRO RIDE will submit to the COUNTY an estimated, proposed line-item budget for each upcoming program year, by December 31st. This budget will outline all expense and revenue categories and will list specific administrative costs to be expected for the year. Each employee position to be covered under administrative expense shall be listed/identified in the budget.
- F. NCHC and METRO RIDE assure that it will use the state assistance granted under this AGREEMENT and its appropriated match only to assist specialized transportation services outlined in the 85.21 grant application. These services should be designed to primarily serve elderly and disabled individuals. If excess capacity is available on these services, NCHC and METRO RIDE may make this capacity available to persons who are neither elderly nor disabled.
- G. Equipment purchased with state assistance under this AGREEMENT must be used in the performance of specialized transportation services for the duration of its useful life. NCHC and METRO RIDE shall reimburse the COUNTY for the state's share of the value of such equipment, if it is sold or removed from specialized transportation service prior to the end of its useful life, unless the proceeds are spent for replacement equipment or for transportation services described in the COUNTY'S current, future or amended application.

SECTION IV: PROGRAM INCOME

Program income is the gross income earned from the transportation services receiving assistance under this Agreement. Program income includes passenger donations, fares and co-payments. Program income earned must be used to offset expenses incurred in transportation activities receiving assistance under this Agreement. If revenue for other purposes is solicited from passengers in the course of transportation activities, the solicitation must explicitly state the intended use of the revenue.

SECTION V: ALLOWABLE COSTS FOR CURRENT COUNTY POLICY

Expenditures shall be reimbursable from the assistance under this AGREEMENT if they meet all the requirements set forth below. They must:

- A. Be made in conformance with the COUNTY's 85.21 grant application, WisDOT's Specialized Transportation program, and all other provisions of this AGREEMENT.
- B. Be necessary to accomplish the projects described in the COUNTY's 85.21 grant application.
- C. Be reasonable in amounts for the goods or services purchased.
- D. Be actual net costs (i.e., the price paid minus any refunds, rebates, or other items of value which have the effect of reducing the cost actually incurred).
- E. Be made for work performed or materials, supplies or equipment acquired during the effective period of this AGREEMENT.
- F. Be in conformance with the cost standards set forth in APPENDIX B OF ATTACHMENT II to this AGREEMENT and.
- G. Be satisfactorily documented and be treated uniformly and consistently.

SECTION VI: STATE AID HELD IN TRUST

- A. The COUNTY may hold in trust, according to s.85.21(3)(c), Wis. Stats. (1983), aid received under this AGREEMENT for future expenses, or the purchase or maintenance of transportation equipment used for specialized transportation.
- B. The balance and any expenditures of aids, allocated under this and previous AGREEMENTS, held in trust shall be subject to the trust conditions that are attached to this AGREEMENT in APPENDIX C of ATTACHMENT II. The balance and expenditures of aid held in trust shall be consistent with the COUNTY's plan for using aid held in trust in which the plan has been reviewed and approved by the WisDOT Program Manager.
- C. The COUNTY agrees that the balance of aid held in trust may not exceed, on a quarterly basis, an average daily balance of \$80,000 as per state Administrative Rule Trans. 1.05(2)(b). Any balance exceeding this allowance shall be refunded to the WisDOT 30 days after the end of the quarter.

SECTION VII: STATE AID BALANCE

NCHC and METRO RIDE agree to refund to the COUNTY the balance of state aid received in any year under Section II that has not been expended in that year. Such a refund shall be made no later than March 31st of the following year.

SECTION VIII: RECORDS AND AUDITS

- A. The COUNTY and any organizations (i.e., NCHC and METRO RIDE) to which it gives its financial assistance under this AGREEMENT shall establish and maintain accounts for the specialized transportation services receiving assistance under this AGREEMENT. The accounts may be separate or parts of current accounting systems. If the transportation services are integrated with non-transportation activities, the accounts shall distinguish the costs and revenues attributable to the transportation activity from those of other activities. Such accounts shall cover the transportation activity throughout the effective period of this AGREEMENT.
- B. All costs charged to the assistance covered by this AGREEMENT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers indicating the nature and propriety of the charges.
- C. The accounts and records as required above shall be retained for a period of three years and shall be available upon request to the COUNTY, its officials, employees or designees for inspection and audit purposes.
- D. NCHC and METRO RIDE shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Code of Federal Regulations 2 CFR Part 200).
- E. This audit shall be performed in accordance with federal regulations 2 CFR Part 200, subparts A-F issued by the federal Office of Management and Budget (OMB) and the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA). Selected state programs will be included in the scope of the single organization-wide financial and compliance audit.

SECTION IX: REPORTING REQUIREMENTS

- A. NCHC and METRO RIDE shall submit quarterly financial and ridership reports to the COUNTY using forms supplied by the WisDOT. The reports shall be submitted within the first month following the end of each quarter as follows:
 - a. The first period shall cover January 1 – March 30; due no later than April 21.
 - b. The second period of April 1 – June 30; due no later than July 21.
 - c. The third period of July 1 – September 30; due no later than October 20.
 - d. The final period shall cover October 1 – December 31; due no later than January 19.
- B. Quarterly reports submitted by NCHC and METRO RIDE shall include a list of expenses and revenue incurred and collected by each provider and shall be placed under the appropriate category as illustrated in the 85.21 annual report form as described in ATTACHMENT III.
- C. NCHC and METRO RIDE shall also submit an annual report for each of the transportation projects receiving assistance under this AGREEMENT using forms supplied by the WisDOT. The annual report shall be due no later than March 22.

SECTION X: THIRD-PARTY CONTRACTS

- A. NCHC and METRO RIDE may not use the aids under this AGREEMENT to purchase service from, or make grants to, any third party without a contract, agreement, purchase-of-service order or other legal equivalent.
- B. A third-party contract for transportation services purchased with allocated aids shall, at least once every 5 years, be awarded through a competitive procurement process when the total amount of the contract is \$10,000 or more.
- C. Third-party contracts, agreements or purchase-of-service orders shall be available for inspection by the COUNTY, its officials, employees, or designees upon request.

SECTION XI: TERMINATION

- A. Voluntary Termination. NCHC and METRO RIDE may terminate aid allocated under this AGREEMENT for any reason pursuant to the notice provisions set forth below.
- B. Involuntary Termination. The COUNTY may terminate the aid allocated under this AGREEMENT at any time that it determines that the purpose of the assistance program, as expressed in s.85.21(1), Wis. Stats., is not being fulfilled. Failure of NCHC and METRO RIDE to comply with the terms and conditions of this AGREEMENT or with the provisions of s.85.21, Wis. Stats. and Chapter TRANS 1, Wis. Admin. Code shall be considered evidence of failure to fulfill the purpose of the assistance program. The COUNTY may also terminate the aid allocated under this AGREEMENT by formal action of its Board of Supervisors.
- C. In the event that the aid allocated under this AGREEMENT is terminated by any party, the COUNTY agrees to reimburse NCHC and/or METRO RIDE for the state share of eligible costs incurred prior to the termination date. The COUNTY shall reallocate the balance of state aid allocated under this AGREEMENT that has not been spent to the other party. Notwithstanding

any other provision of this AGREEMENT, NCHC and/or METRO RIDE shall refund any state assistance received under this Agreement that has not been spent or retained in full accordance with this AGREEMENT; s.85.21 Wis. Stats.; and any applicable administrative rule.

- D. In the event that any party terminates the arrangement by which COUNTY holds unspent state aid in trust, COUNTY shall refund to the WisDOT the balance of aid held in trust as well as any accumulated interest.
- E. All parties agree that a notice of intent to terminate shall be made by "return- receipt certified mail" at least 90 days prior to the proposed termination date.

SECTION XII: COUNTY TRANSPORTATION PROGRAM

Under the terms of this AGREEMENT, NCHC and METRO RIDE agrees to act as the COUNTY's agent in providing demand responsive transportation services for the COUNTY. NCHC and METRO RIDE will provide demand responsive transportation services in conformance and compliance with all items set forth in this AGREEMENT.

SECTION XIII: INSURANCE/INDEMNITY

- A. NCHC and METRO RIDE agree to provide insurance for workers' compensation, general liability, and property damage for claims or losses which may arise as a result of the provision of specialized transportation services outlined in this agreement.
- B. NCHC and METRO RIDE hereby agree to release, indemnify, defend and hold harmless Marathon County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the provision of specialized transportation services under this agreement by NCHC and METRO RIDE, its officers, officials, employees, agents, subcontractors or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

SECTION XIV: EXECUTION

IN WITNESS WHEREOF this AGREEMENT shall become effective upon its complete execution by the COUNTY, NCHC and METRO RIDE.

METRO RIDE/CITY OF WAUSAU

By _____
Mayor, City of Wausau

Name _____

Date _____

COUNTY OF MARATHON

By _____
Marathon County Administrator

Name _____

Date _____

NORTH CENTRAL HEALTH CARE

By _____
NCHC Executive Director

Name _____

Date _____



September 18, 2023

Dan Kerntop
City of Wausau
407 Grant St
Wausau, WI 54403-4737

Dear Dan,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Angie Bramer



Quotation # Q-492594

Date: September 18, 2023

Customer # 221572 Contract #

City of Wausau
Public Works
407 Grant St
Wausau, WI 54403-4737

ATTENTION: Dan Kerntop
PHONE: 715-261-6757
EMAIL: dan.kerntop@ci.wausau.wi.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/18/2023 To: 12/17/2023

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$122,700.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$122,700.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Angie Bramer	Email: abramer@esri.com	Phone: (909) 793-2853 x8378
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing for ArcGIS Enterprise
10 ArcGIS Location Sharing for ArcGIS Online
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
3 ArcGIS Utility Network User Type Extensions (Enterprise)
3 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Department of Public Works



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

TO: Finance Committee

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

DATE: January 23, 2024

SUBJECT: GIS Esri SGEA Contract renewal – 3-year Contract

In 2021 the City moved to a Small Government Enterprise Agreement (SGEA) with ESRI as our GIS platform. This separated us from the contract we were previously sharing with the County. Pricing was slightly higher but it has allowed us to have access to many more features and to perform our updates and software upgrades to meet city needs without waiting on the county.

The city entered into the first 3-year contract in 2021 and this is the next 3-year term with the Esri SGEA.



November 17, 2020

Mr. Dan Kerntop
City of Wausau
407 Grant St
Wausau, WI 54403-4783

Dear Dan,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch



Quotation # Q-415394

Date: November 17, 2020

Customer # 221572 Contract #

City of Wausau
GIS Div
407 Grant St
Wausau, WI 54403-4783

ATTENTION: Dan Kerntop
PHONE: 715-261-6757
EMAIL: dan.kerntop@ci.wausau.wi.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/17/2020 To: 2/15/2021

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$115,500.00
Sales Tax:	\$6,352.50
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$121,852.50

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Fetch	Email: jfetch@esri.com	Phone: 651-454-0600 ext 2331 x2331
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

FETCHJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Tracker for ArcGIS Enterprise
10 ArcGIS Tracker for ArcGIS Online
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
3 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Department of Public Works



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

TO: Finance Committee
FROM: Eric Lindman, P.E.
Director of Public Works & Utilities
DATE: February 23, 2021
SUBJECT: GIS Change in Contract – 3-year Contract

Historically the GIS division has shared a contract usage with Marathon County. This contract is with ESRI. To help support some of the tools we need as a municipality we also purchased GeoCortex annually. Currently we pay the following:

1. ESRI Maintenance Renewal - \$23,000
2. GeoCortex Essentials - \$3,600

Our current ESRI contract, shared with the County, is very limiting as it relates to expanding services and information. If we wanted to expand our use of ESRI software we need to purchase each software separately.

The City has many more features than a County has, we have water, sewer, storm sewer, land/zoning, etc. Being an urban area we need to be able to expand our software and continue to increase our data base of information. Staff is proposing to separate from the County's contract and enter into an ESRI Small Municipal and County Government Enterprise Agreement (SGEA) which is a 3-year agreement at a cost of \$38,500 per year. This would eliminate the need for GeoCortex Essentials and maintenance as well.

Attached you will find the SGEA contract and a summary of many additional software products and licenses we will be able to access.

ESRI SGEA		
Account	From	To
110-329141 32912142		\$38,500
Total =		\$38,500

FINANCE COMMITTEE

Date and Time: Tuesday, February 23, 2021 @ 6:00 pm., Council Chambers

Members Present: *In Person*: Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx*: Sarah Watson, and Deb Ryan

Others Present: Leslie Kremer, Maryanne Groat, Anne Jacobson, Eric Lindman, Katie Rosenberg; Tracy Kujawa, Jamie Polley, Dan Kerntop, Lindsey Lewitzke, Tom Kilian

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

Minutes of the previous meeting(s). (2/9/2021)

Motion by Herbst, second by Martens to approve the minutes of the 2/09/2021 meeting. Motion carried 5-0.

Discussion and possible action to release the balance of the 2020 room tax funds to continuing appropriation grantees

Lisa Rasmussen stated at our first meeting for room tax allocations we were not sure where we would end the year with the pandemic and opted to fund our continuing appropriation entities at 75% of their requests and wait to see what the year yielded. She indicated enough room tax was collected to fund the remaining 25% to those entities, with funds left over for the Room Tax Commission.

Finance Director Maryanne Groat stated there is approximately \$153,000 left for the Room Tax Commission to allocate. She noted they will be receiving a couple of tourism grant applications which are due at the end of February, so will be convening a commission meeting to evaluate those applications.

Motion by Martens, second by Herbst to authorized release the remaining 25% of room tax funds to the continuing appropriation grantees. Motion carried 5-0.

Discussion and possible action approving a 3-year contract with ESRI for GIS software.

Rasmussen explained the software that GIS has been sharing with the county does not meet the needs of the city's GIS Department with the utilities and things that they need to map. She indicated they are requesting entering into a second contract with ESRI for GIS software that will better meet those needs.

Eric Lindman stated the city has much more data than the county does between our utilities, electrical, lights, and all of our infrastructure. He noted this software opens the door for us to query our DNR reports for the utility and other reports.

Motion by Martens, second by Watson to approve the contract with ESRI. Motion carried 5-0.

Adjourn

Motion by Herbst, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:06 pm.

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Small Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri)	
Committee Action:	Approved 5-0
Fiscal Impact:	\$38,500 each year for a period of three years
File Number:	21-0311
Date Introduced:	March 9, 2021

FISCAL IMPACT SUMMARY			
COSTS	Budget Neutral	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	Included in Budget:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Budget Source: CCITC
	One-time Costs:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Amount:
	Recurring Costs:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Amount: \$38,500 each year for three years
SOURCE	Fee Financed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount:
	Grant Financed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount:
	Debt Financed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount: Annual Retirement
	TID Financed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount:
	TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/>		

RESOLUTION

WHEREAS, historically the GIS Division of the City has shared a contract with Marathon County for Esri Maintenance and GeoCortex Essentials; and

WHEREAS, the current contract is very limited as far as expanding services and information with the need to purchase separate software if wanting to expand; and

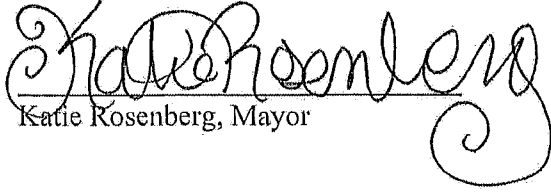
WHEREAS, the City has many more features than the County, such as water, sanitary sewer, storm sewer and land/zoning, and has a need to expand its software and continue to increase its data base of information; and

WHEREAS, the GIS Division is proposing to separate from the County's contract and enter into a Small Government Enterprise Agreement with Esri, which is a three-year agreement and would eliminate the need for GeoCortex Essentials; and

WHEREAS, your Finance Committee, on February 23, 2021, discussed and recommended entering into a three-year contract with Esri for a Small Government Enterprise Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Small Government Enterprise Agreement with Esri, and authorizes and directs the proper City officials to execute said Agreement.

Approved:


Katie Rosenberg, Mayor

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REDEMPTION OF CERTAIN
GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "City") has outstanding its General Obligation Promissory Notes, Series 2016A, dated May 10, 2016; its General Obligation Promissory Notes, Series 2017A, dated July 12, 2017; and its General Obligation Promissory Notes, Series 2018A, dated December 4, 2018 (collectively, the "Prior Issues");

WHEREAS, the Common Council has determined that it is necessary and desirable to call the portions of the Prior Issues issued to finance TID #6 project costs for redemption on April 1, 2024 with funds of the City on hand;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City, that the portions of the Prior Issues shown on Exhibit A-1, Exhibit A-2, and Exhibit A-3 are called for prior payment on April 1, 2024 at the price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Bond Trust Services Corporation to cause timely notice of redemption, in substantially the forms attached hereto as Exhibit A-1, Exhibit A-2 and Exhibit A-3 and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices. Further, the City Clerk shall cause the funds necessary to redeem the Prior Issues to be provided to The Depository Trust Company.

Adopted, approved and recorded February 13, 2024.

Katie Rosenberg
Mayor

ATTEST:

Kaitlyn Bernarde
City Clerk

(SEAL)

EXHIBIT A-1

NOTICE OF CALL*

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A
DATED MAY 10, 2016

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on April 1, 2024 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2025	\$535,000**	2.00%	943334V41

Upon presentation and surrender of said Notes to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on April 1, 2024.

By Order of the
Common Council
City of Wausau
City Clerk

Dated _____

* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to April 1, 2024. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to April 1, 2024 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

**Represents a portion of the principal amount outstanding of this maturity.

EXHIBIT A-2

NOTICE OF CALL*

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A
DATED JULY 12, 2017

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on April 1, 2024 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2025	\$485,000**	3.00%	9433342H4

Upon presentation and surrender of said Notes to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on April 1, 2024.

By Order of the
Common Council
City of Wausau
City Clerk

Dated _____

* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to April 1, 2024. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to April 1, 2024 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

**Represents a portion of the principal amount outstanding of this maturity.

EXHIBIT A-3

NOTICE OF CALL*

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2018A
DATED DECEMBER 4, 2018

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on April 1, 2024 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2025	\$525,000**	3.00%	9433343H3

Upon presentation and surrender of said Notes to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on April 1, 2024.

By Order of the
Common Council
City of Wausau
City Clerk

Dated _____

* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to April 1, 2024. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to April 1, 2024 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

**Represents a portion of the principal amount outstanding of this maturity.

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
PUBLIC HEALTH AND ECONOMIC IMPACTS OF COVID 19
PUBLIC SECTOR CAPACITY - STAFFING

Public Sector Capacity spending category is designed to restore and bolster public sector capacity. Common examples would include:

- *Allocating payroll and benefits of police officers and firefighters/paramedics for the time responding to COVID 19 to the grant
- *Providing worker retention incentives including increases in compensation
- *Increase staffing levels (FTE's)
- *Administrative time managing created retention programs
- *Premium Pay



Project Title	Community Outreach Specialist Position		
Department	Police Department	Contact Name:	Chief Ben Bliven
Priority 1-6 (low-high)	5		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Project Type (Check all that apply)

	COVID Payroll Allocation		Worker Retention Incentives
<input checked="" type="checkbox"/>	Increased staffing	<input type="checkbox"/>	Administration of Retention Programs

SPENDING/PROGRAM DESCRIPTION
attach additional information if needed

The Wausau Police Department is seeking approval to create a permanent, full-time non-sworn position to conduct outreach and serve the unhoused people in Wausau. From the job description submitted to the Human Resources Committee, the person in the Community Outreach Specialist Position will have the following essential duties and responsibilities: 1. Regularly visit and canvas areas where unsheltered individuals live. Develop working relationships with unsheltered individuals to foster support and encourage participation in programs and resources. 2. Give regular status updates to elected officials and presentations to community groups regarding challenges faced by unsheltered individuals and their impact on the community and other related topics. 3. Assist community members with connections to resources to aid unsheltered individuals and others at risk. 4. Facilitate the use of community resources by unsheltered by removing barriers. 5. Develop extensive knowledge regarding community resources available in the Wausau area. 6. Represent the city of Wausau in collaborative community initiatives to support unsheltered individuals and other at risk/marginalized community groups, providing leadership on these initiatives as needed. 7. Establish and maintain strong partnerships with community organizations who service the unsheltered population. 8. Educate community members, community groups, and elected officials about the experiences and needs of unsheltered individuals.

JUSTIFICATION

Describe the proposed programs impact on public sector capacity and how delay or deferral of the proposal will impact government service capacity

The Wausau Police Department, in collaboration with North Central Health Care (NCHC), has recognized that untreated substance use and mental health disorders is the primary common factor present with individuals in the downtown Wausau area who are chronically homeless. Over the past several years, Officers have regularly assisted these individuals to resolve a short-term crisis; however long-term success requires ongoing, individualized management and treatment to overcome their circumstances, barriers, and health risks.

In fall 2020, Wausau PD and NCHC sought to explore the scope of impact full-time positions dedicated to homelessness outreach might have. Together, we set goals of building relationships with chronically homeless persons, and leveraging those relationships to help them overcome internal and external hurdles to stable housing. Rather than a one-size-fits-all intervention with this group, the temporarily assigned Housing Task Force Officer (Ofc. Eric Lemirand) and an outreach worker from NCHC invested significant time gathering information from these individuals to understand their unique stories and needs. Over approximately 15 months (through end of 2021), they conducted individualized and assertive outreach, with ongoing support for those who were ready to fight addiction and seek personal change. The partnership facilitated more immediate access to treatment options, employment and housing.

As a result, we saw an unprecedented shift in their perspective and assumptions about police, leading to several individuals working their way out of homelessness, with support from our HTF Officer. The Officer also received numerous referrals of persons with homelessness on their horizon, needing help to prevent homelessness. Dept. of Corrections (Prisons and Probation Agents), the Jail, and Sheriff's Office process servers (for eviction notices) were common sources of referrals for persons with homelessness

on their horizon. Out of 42 persons having had contact with this HTF team (identified as being homeless or having homelessness on the horizon before or during this initiative), 29 had housing by end of 2021. Of those persons who progressed into housing (locally or elsewhere), nearly all had zero Marathon County Jail bookings in 2021. Of those persons who continued to be homeless, we saw a consistent reduction in them being jailed in 2021.

At the same time, we learned a lot about gaps that still exist, preventing many from making progress, and contributing to new homelessness. The above-mentioned successes did not block new homeless individuals from arriving in Wausau at any given time, seeking to utilize the community services here. Once housing was acquired, many needed ongoing and frequent support to keep from falling back to old lifestyle habits (and losing housing). For some persons, we found success in just being the bridge and mediator of the gap between the person and their family, circle of support, a new landlord, or an employer. For others, past substance abuse treatment options have not panned out for them and/or the scope of treatment currently needed is not yet available. We know several individuals who express interest, but are just not yet ready to take the journey to recovery with us; we need to maintain the personal connection to help them actually arrive at a turning point in the future and then guide them through it.

Continued on attached page

OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)

	2022 Budget None		Other (Describe)
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PAYROLL GROUPS IMPACTED (Check all that Apply)

1	Police Union		Fire Union
	Transit Union		Non-represented

PUBLIC HEALTH EMERGENCY - GOVERNMENT CAPACITY - FINANCIAL DETAIL

Community Outreach Specialist Position

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Construction/Maintenance						-
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES

ARPA Funding						-
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs	50,000	100,000	100,000	100,000	100,000	450,000
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 450,000

FUNDING SOURCES

ARPA Funding	50,000	60,000	30,000			140,000
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe) LEVY		40,000	70,000	100,000	100,000	310,000
Total Funding Sources	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 450,000
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD

My request for this position is to fully fund the position with ARPA dollars from July 1, 2022 - December 31, 2022. In 2023, ARPA will fund 60% of the position and the city would allocate funds to cover the remaining 40%. In 2024, ARPA will fund 30% of the position and the city would allocate funds to cover the remaining 70%. In 2025 and beyond, the city would allocate funds to cover 100% of the position.

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING

OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

Application Attachment

We learned persistence and patience is key, and many persons still need help to overcome their barriers. In response to community expectations voiced to the Wausau PD, that homelessness be addressed, the Wausau PD finds it necessary to continue our involvement and approach that has been developed in the HTF Officer initiative. Although sworn law enforcement training is not required for the right person to be capable and successful in carrying out the objectives, we believe the employee will have the best opportunities for success by working in tandem with and having the direct backing of our sworn staff.

As a result of many factors, the police department moved the Housing Task Force position back into the patrol bureau and we no longer have a designated officer working daily on homelessness in our downtown.

Over the past several months, the Wausau Police Department has continued to work on the homelessness issue in Wausau. I have been requested to attend numerous meetings with downtown businesses regarding this issue. What follows is a summary of our community concerns as they exist today.

☐ The Washington Square is experiencing daily issues with people squatting in their facility, panhandling (sometimes aggressively), fighting, and otherwise being disorderly. We are working collaboratively with Washington Square regarding a full-time, downtown CSO position that would be potentially funded by Washington Square. Some businesses within this facility are losing business or are required to change their business delivery model as a result of customer concerns when coming to their building.

☐ Wipfli has expressed ongoing concerns regarding people squatting in Jefferson Street Ramp stairwells and the skywalk over 1st Street. Excessive garbage, urine and feces, and aggressive panhandling are only the beginning of their concerns. Employees using the stairwells do not enter without wearing a mask because of the stench – even after the mess has been cleaned up. DPW is working on facility related changes to reduce some of these issues. This includes locking of the stairwells in key card access to the skywalk.

☐ The Library Director has expressed concern regarding fights occurring at or just outside the library entrance. More specifically, the library is indicated there has been a lot more issues, including fights, that have occurred at the library over the last few months. This has resulted in some library customers saying they will not return to the library.

☐ Officers recently encountered a person with a hammer in one of the stairwells. This person was uncooperative with law enforcement and eventually struck with the hammer causing it to break.

Officers were able to use pepper spray on the subject and taken into custody. This person has regular law enforcement contact the downtown area.

Policing Task Force Recommendation

Over the course of the last 18 months, the Policing Task Force has been working on their recommendations for the police department, the City Council, and the Mayor. One of the recommendations in their draft report that has been presented to the police department and the Police and Fire Commission is:

Continued homeless outreach services in the Police Department but transition work to a non-sworn position such as a social worker.

This position request for a Community Outreach Professional would satisfy this Policing Task Force recommendation. Our community will only see a reduction of community concerns when there are resources deployed specifically in our downtown area on a daily basis.

Description on Return on Investment

There are a number of ways in which this position provides a return on investment. While Officer Lemirand was assigned to the housing task force position, he identified 22 individuals as chronically homeless and within a year 12 of those 22 had been housed. In addition there were 42 persons who had contact with the police housing task force who were either homeless or at risk of homelessness. we were able to house 29 of those 42 individuals during the course of Officer Lemirand's work. This obviously provides critical service to our unhoused population, but also reduces the amount of time law enforcement, EMS, and other organizations spend responding to issues. During the 2021 calendar year, we saw a consistent reduction in jail bookings. This is a community savings in regards to jail bed days in Marathon County.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2024 Budget Modification – Outreach Coordinator Funding

Committee Action: Pending

Fiscal Impact: \$ 115,000

File Number: 23-1109	Date Introduced: January 23, 2024
-----------------------------	--

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Transfer of Funds from Firefighter Funding</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount: \$115,000</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$115,000</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$115,000</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount new issue Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the Common Council allocated \$771,000 of ARPA funding to hire, train and equip three new firefighter positions; and

WHEREAS, staffing shortages has prevented new hires; and

WHEREAS, the ARPA guidelines prevent spending of staff positions after 12/31/2024; and

WHEREAS, the funding of the outreach coordinator position was allocated \$140,000 of ARPA funding for the period 2022-2024 and funding has been depleted; and

WHEREAS, your Finance Committee has considered and recommended a budget modification from the firefighter position to the outreach position in the amount of \$115,000;

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount	Credit Amount	Memo
50110:Salaries and Wages	215 ARPA Fund	ARPA Grants		51111 Salaries and Wages		\$115,000.00	\$0.00	Allocate unused firefighter funding to Outreach Coordinator
50110:Salaries and Wages	215 ARPA Fund	ARPA Grants		51111 Salaries and Wages		\$0.00	\$115,000.00	Allocate unused firefighter funding to Outreach Coordinator

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 modify the 2024 Budget as outlined above.

Approved:



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: January 18, 2023
RE: ARPA funding Outreach position

The Common Council authorized ARPA funding three firefighter positions in June 2022 in the amount of \$771,000. This funding was modified to authorize a portion of the funding for training and outfitting. To date \$174,858 has been spent leaving a balance of \$596,142. The fire department has filled two positions which will be on board shortly.

The outreach coordinator position received \$140,000 of funding. The application in the application outlined 100% funding in 2022, 60% funding in 2023 and 30% funding in 2024. The 2023 and 2024 budget expected 100% funding each year. As a result, the ARPA funds for this program have been depleted as presented in the table below.

	Requested	Funding	Expenses	Available for 2024
2022		50,000	32,201	
2023		60,000	104,023	
2024		30,000		
		140,000	136,224	3,776

The budget amendment outlined below transfers ARPA funds from the firefighter position to the outreach position for 2024. The transfer will not interfere with the hiring of the firefighters. It will also keep the existing unallocated ARPA funds of \$1.6 million intact.

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount	Credit Amount	Memo
50110:Salaries and Wages	215 ARPA Fund	ARPA Grants		51111 Salaries and Wages		\$115,000.00	\$0.00	Allocate unused firefighter funding to Outreach Coordinator
50110:Salaries and Wages	215 ARPA Fund	ARPA Grants		51111 Salaries and Wages		\$0.00	\$115,000.00	Allocate unused firefighter funding to Outreach Coordinator

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
REPLACING LOST PUBLIC SECTOR REVENUE
SPENDING ON GOVERNMENT SERVICES

Government Services include *any* service traditionally provided by a government. Common examples would include:

- *Road building and maintenance and other infrastructure
- *Construction of government buildings
- *General government administration and staff
- *Provision of police, fire, and other public safety including purchase of fire trucks and police vehicles
- *Environmental remediation



Project Title	River Edge Trail Extension - Thomas St		
Department	Community Development	Contact Name:	Andrew Lynch
Priority 1-6 (low-high)	4		
6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority			
Project Type (<i>Refer to the Department of Treasury Expenditure Category and enter the EC Code next to the appropriate area</i>)			

<input type="checkbox"/> One Time Expense	<input type="checkbox"/> Ongoing Operational Expenses
---	---

PROJECT DESCRIPTION
Provide a description of the project, purchase or service attach additional information if needed

The Community Development Department is requesting funds for the construction of a paved multi-use trail that would extend the westside River Edge Trail between Riverside Park and DC Everest Park. The trail would be a 10' wide asphalt surface starting at the corner of Thomas Street and McCleary Street and utilizing an easement on the Kolbe & Kolbe property along the river, continue south to wrap around the DPW site, and eventually exiting at Adolph Street. Wayfinding signs would guide users on local streets to DC Everest Park. Please see the attached map.

City staff has already acquired \$301,000 (64%) of the \$472,500 budget in funding from local foundations and the Room Tax Commission. This application seeks to close the gap on the remaining funding so construction can commence in 2024.

This project will have City-wide impact as it represents the southernmost point of the River Edge Trail on the westside and allows easy access between three City parks. Neighborhood residents will be able to use the trail to avoid heavily trafficked sections of Cleveland Ave and Thomas St to access city parks for recreational opportunities. This is a listed project in the River Edge Master Plan (2020) and furthers the goals of the plan: Access to the Trail and River for All, Views and Connections to the Wisconsin River, A Complete and Connected Trail Network, and Safety Along the Trail for All Users.

Staff has also provided neighborhood residents with an input and information opportunity during the Thomas St House Design open house held at the Riverside Park shelter on Dec 6 and 11th. The notice for these opportunities was a flyer distributed on Nov 30th in the neighborhood that was printed in English, Spanish, and Hmong. Further public input will be gathered in the Spring/Summer 2024 to determine the on-street route between Adolph St and DC Everest Park. This project is located within a census tract identified as disadvantaged by the EPA.

PROJECT PURPOSES: (Check all statements that apply)

<input type="checkbox"/> Addresses critical health or safety hazard.	<input type="checkbox"/> Serves to eliminate blight
<input checked="" type="checkbox"/> Provides developed area with a comparable level of city services or facilities.	<input checked="" type="checkbox"/> Encourages economic development
<input type="checkbox"/> Maintains or enhances systems that support existing city services.	<input checked="" type="checkbox"/> Encourages revitalization, community aesthetics, or historic preservation
<input checked="" type="checkbox"/> Provides new service, facility, system or equipment.	<input type="checkbox"/> Provides other rehabilitation, replacement or new construction.
<input checked="" type="checkbox"/> Expands existing service into an undeveloped area.	<input checked="" type="checkbox"/> This project was identified and deferred on prior years capital/operating budget
<input type="checkbox"/> Repairs, replaces or prevents a breakdown of an existing city facility, system, service or equipment.	<input type="checkbox"/> Improves resident quality of life in terms of recreational activities, personal enrichment or living conditions
<input type="checkbox"/> Supports a revenue generating service	<input checked="" type="checkbox"/> Increases FTE's within the department
<input type="checkbox"/> Contributes to a safe community	<input type="checkbox"/> Other

PROJECT OR PURCHASE JUSTIFICATION

Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project, purchase or acquisition

This project is an important part of completing the River Edge Trail. It will provide a safe conduit around busy streets and move users to a marked crossing of Thomas Street. It provides access to new views of the Wisconsin River and east bank of the City while providing the neighborhood a quality recreation facility.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.

To secure the best construction pricing and schedule this project will need to be bid as early as possible. Delays would put the goal of construction in 2024 at risk. Project deferral would negatively impact the ability to coordinate the completion of this project with the celebration of the 50-year anniversary of the formation of the River Edge Commission. It may also impact the ability to receive the funds currently allocated by local foundations and be a detriment to future fundraising efforts.

RETURN ON INVESTMENT

Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance, future debt avoidance or operational cost or income benefits

There is no expected direct monetary return on investment. There are typical operational costs for maintaining an asphalt surface and plowing by city staff. Staff has discussed additional tourism benefits with the CVB and marketing the 50-year anniversary of the founding of the River Edge Commission.

LOSS REVENUE - SPENDING ON GOVERNMENT SERVICES - FINANCIAL DETAIL

River Edge Trail Extension - Thomas St

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Construction/Maintenance			472,500			472,500
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	\$ -	\$ -	\$ 472,500	\$ -	\$ -	\$ 472,500

<u>FUNDING SOURCES</u>						
ARPA Funding			171,500			171,500
Donations			201,000			201,000
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe) Room Tax funds			100,000			100,000
Total Sources	\$ -	\$ -	\$ 472,500	\$ -	\$ -	\$ 472,500
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<u>FUNDING SOURCES</u>						
ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe) Room Tax funds						-
Total Funding Sources	\$ -		\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -		\$ -	\$ -	\$ -	\$ -

IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD

Ongoing expense of asphalt maintenance will be handled by Dept of Public Works. Ongoing expense of snow removal or other clearing maintenance will be handled by the Parks Department similar to other sections of the River Edge Trail.

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

The goal is to construct and open this facility in 2024. The project could be bid and under contract in early 2024. There are always unknowns during construction.

City of Wausau – River Edge Parkway Extension



City of Wausau ARPA Funding

Program Name	Total Allocated	Approval	Expenses 12/31/2022	Carryover Balance	2023 To Date	Balance Available
Landmark Project	350,000	2021	-	350,000	350,000.00	-
2022 Budget:						
Public Access Server for Closed Caption	47,402	2021	47,402	-	-	-
Internet Firewall Replacement	33,800	2021	-	33,800	-	33,800.00
Core Switch Replacement	50,000	2021	49,130	870	870.00	-
Financial ERP Software Replacement	850,000	2021	186,513	663,487	365,856.00	297,631.25
2022 Resolutions						
Temporary Water Supplies	230,000	04/01/2022	230,000	-	-	-
PFAS Pilot Study	240,375	04/01/2022	210,435	29,940	2,275.00	27,664.58
LED Street Lighting Conversion	881,971	04/01/2022	818,703	63,268	6,394.00	56,873.75
Skate Park	225,000	04/01/2022	126	224,874	26,000.00	198,874.45
EEC Negative Economic Impact	84,100	05/01/2022	-	84,100	44,100.00	40,000.00
CCITC - Fiber Connection Project	140,000	05/01/2022	8,743	131,258	-	131,257.50
Community Outreach Specialist Position	140,000	05/01/2022	32,201	107,799	104,023.00	3,776.43
FireFighter Positions	771,000	06/01/2022	-	771,000	174,858.00	596,142.00
Wastewater Treatment Screening Improvement Pro	800,000	07/01/2022	-	800,000	89,397.00	710,603.00
Abel Stormwater Liftstation	800,000	07/01/2022	-	800,000	16,520.00	783,480.00
Community Partners Campus Facility Project	162,756	07/01/2022	162,756	-	-	-
Catholic Charities and Open Door	829,120	09/01/2022	-	829,120	65,850.00	763,270.00
Infill New Construction	600,000	09/01/2022	-	600,000	7,186.00	592,814.00
Affordable Rental Units	500,000	09/01/2022	-	500,000	15,646.00	484,354.00
Homebuyer Education Counseling and Closing Assist	34,000	09/01/2022	-	34,000	2,000.00	32,000.00
Water Main Replacement - 2023						
10th Ave	420,000	11/01/2022	-	420,000	155,770.00	264,230.00
Grant St	100,000	11/01/2022	-	100,000	244,904.00	175,096.00
Henrietta	320,000	11/01/2022	-	320,000	-	-
Water Engineering Studies and Project Work						
Lead Service Line Replacement Plan	89,680	11/01/2022	69,560	20,120	20,120.00	-
Corrosion Control Study	609,241	11/01/2022	39,620	569,621	122,969.00	446,651.71
PFAS Treatment Process Design	658,695	11/01/2022	140,554	518,141	310,499.00	207,641.69
Sewer Main Replacement - 2023						
10th Ave	320,000	11/01/2022	-	320,000	156,217.00	163,783.00
Grant St	85,000	11/01/2022	-	85,000	-	-
Henrietta	200,000	11/01/2022	-	200,000	260,612.00	24,388.00
Water Main Replacement - 2022						
Sewer Main Replacement - 2022	1,414,409	2022	1,392,173	-	-	-
Sewer Engineering and Project Work	691,099	11/01/2022	663,948	-	-	-
Sewer Force Main Project	359,184	12/01/2022	359,184	-	-	-
ARPA West Wausau Tower Backup Power Supply	250,000	05/01/2023	-	250,000	-	250,000.00
Lead Service Line Replacement	500,000	2023	-	500,000	265,374.00	234,626.00
Sewer Lift Station Upgrade Design	239,000	11/01/2022	83,650	155,350	107,550.00	47,800.00
Obligated	<u>\$ 14,025,832</u>		<u>\$ 4,494,699</u>	<u>\$ 9,481,748</u>	2,914,990.00	6,566,757.36
Allocation				<u>\$ 15,586,461</u>		
Balance Available				<u>\$ 1,610,015</u>		

UNFUNDED PROJECTS	STATUS	AMOUNT
Fire Station Land Acquisition	Funded by Debt	815000
Police Sit Stand Configuration	Unfunded	50000
Council Chamber Upgrades	Funded by Carryover	140000
700 Grand Avenue	Funded by TID ext	1076266
17th Avenue	Funded by TID 8	1180000
Drinking Fountain	Budget Mod	81000
Solar Array Study	Funded by Utility	235355
Fixed Station Automated License Plate Readers (5 years)	Yr 1 funded by grant	255000

From: [Administrator](#)
To: [Andrew Lynch](#)
Cc: barb@greenheckfoundation.org
Subject: [EXTERNAL] Grant Application Approval
Date: Friday, December 15, 2023 9:25:23 AM

Hello Andrew,

I am happy to inform you that your recent request for funding has been approved for \$150,000. This grant is contingent upon the City of Wausau securing the additional \$943,500 in donations and pledges by December 31, 2024. The grant will be paid in three equal installments of \$50,000 per year for 2024, 2025 and 2026. At this time you will need to logon to our online grant system at www.providingopportunities.org to complete the Grant Agreement. Once you logon you will notice on the Application Status page that you were approved for a grant, if you click View Details you will be able to see the amount you were granted.

If you then return to your dashboard (left side of page) and look under the section that says Form Name you will see Grant Agreement and to the far right the Edit button. Please click the Edit button. The beginning of the page is the summary of your grant request. Once you scroll further down you will see the beginning of the Grant Agreement. Please select the appropriate choices and sign the document.

Please note: The B.A. & Esther Greenheck Foundation will NOT release payment of the grant until ALL funds have been raised that equal the amount of the project expenses on the budget spreadsheet that was completed with the application.

Sincerely,

Barb Brown
Vice President
500 First Street, Suite 5 - Tenth Floor
Wausau, WI 54403
715-842-3700 Office
715-218-7969 Cell

From: [Community Foundation](#)
To: [Andrew Lynch](#)
Subject: [EXTERNAL] Community Enhancement Grant Application Status
Date: Thursday, September 28, 2023 4:24:09 PM

Congratulations Andrew!

Your application for a Community Enhancement Grant has been reviewed and **approved** by our board of directors in the amount of **\$50,000 from the Wausau Marathon County and Marvin & Ruth (Rudie) Schuette Funds**. Your grant agreement letter is waiting for you to complete on our online Grant Management System. We ask that you return to the [application portal](#) and complete the Grant Agreement document which is waiting for you as a "follow up report." Once that agreement is submitted, it will initiate the grant payment on the date that you request. We do not pay the grant until you are ready to move forward with your project.

A couple of things that you will find on the letter that we ask you to be aware of to be compliant with receipt of the grant include:

- The Community Foundation requires public recognition of the grant. Our logo is available upon request – please use it in any publications that are appropriate to acknowledge the grant;
- Forward photos as they become available so that we can include your project in our marketing materials;
- Contact our marketing director, Maggie DeLoye (maggie@cfoncw.org), to schedule an opportunity to display our Community Enhancement Grant banner at your site (possibly at a special event or a high traffic time at your site);
- Remember to go back to the [grant management portal](#) to complete the final report within 60 days of project completion.

Please feel free to contact me with any questions or concerns. We congratulate you again and thank you for the good work you are doing. We wish you the best of luck with your project. ~Sue

Sue Nelson | VP of Program & Donor Services
Community Foundation of North Central Wisconsin
200 Washington Street, Suite 120 Wausau, WI 54403
Main (715) 845-9555 | Direct (715) 598-5983
cfoncw.org | [@CFONCW](https://www.instagram.com/CFONCW) | sue@cfoncw.org



November 30, 2023

City of Wausau
407 Grant St
Wausau, WI 54403

This grant was recommended by a donor advised fund holder of the Community Foundation of North Central Wisconsin and has been approved by our board of directors:

Name of Fund: Gary Treu Donor Advised Fund
Donor's Address: Gary Treu
330 N 5th Ave
Wausau, WI 54401

Grant Amount: \$1,000.00
Purpose: River Edge Parkway - Southwest & Northeast Extensions

The donor has received a federal charitable tax deduction at the time a donation was made to their donor advised fund. Therefore, this gift does not qualify for any additional charitable deductions to the donor.

By accepting this gift, your organization certifies that the funds will not be used or applied to the payment of any personal enforceable pledge or other financial obligation on behalf of the donor. In addition, no personal economic benefits or services have been granted to the donor or the donor's family members such as memberships, tickets, meals, participation in sport tournaments, or other goods, events, or activities.

Our board of directors joins me in extending our appreciation for the work you are doing. We are grateful for the opportunity to assist you with your mission.

Sincerely,

Tim Parker
President/CEO

BOARD OF DIRECTORS

Ann Werth
Chairperson

Dave Eisenreich
Vice Chairperson

Melissa Kampmann
Secretary

Ben Reif
Treasurer

Peter Gaffaney
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Lisa Dodson

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Ryan Gallagher

William Hsu

Kevin Kraft

Jeremy Lewitzke

David Monk

Steve Schmidt

Mary Van Grinsven

Emily Voss

Pam Yang

CONSULTANTS

Jim Kemerling

Tom Mack



Human Resource Committee Packet

January 2024

Agenda Item
Request reclassification of Admin I in Public Works to Admin II
Background
Earlier this year, we decided to reclass all Admin I positions to Admin II's. The job descriptions are so close the decision was made to make all Admin I's Admin II's. We unintentionally overlooked this position. The salary grade will go from Grade 21 MIN \$38,979 MID \$47,902 MAX \$54,537 to Grade 20 MIN \$42,078 MID \$51,750 MAX \$58,884
Fiscal Impact
Approx \$3800 per year
Staff Recommendation
Discuss and possible action on moving Admin I in Public Works to Admin II
Staff contact: James Henderson (715-261-6634)

5.17 – Standby Pay

Two employees with the Water Utility and two employees with the Wastewater Utility will be designated to standby on a weekly basis to keep the system operational by responding to emergent situations and/or to reduce or mitigate risk resulting from potential failures within sewer collection and water distribution system. In addition, one Electrician, one Fleet Technician and one Senior Equipment Operator will be designated to standby on a weekly basis to respond to emergency situations. Each department may add one additional employee per division to the Standby schedule when necessary. This exception shall last no more than 3 months, unless extended at the recommendation of the Department Director and approved by the Finance and Human Resources Director.

Non-exempt employees on standby status will be compensated at a rate of \$230 for the week assigned for standby status; if an employee does not serve on standby for the entire week, he or she will receive a daily portion of the flat rate ($\$230/7$) for days spent on standby. Standby employees, when called in to work, will still receive the 2 hour minimum for being called in to work. While in standby, the designated employee(s) will be present at a specified location or available to be contacted and will be prepared to report immediately for work if the need arises. Standby status is not concurrent with work time. Standby status begins at the end of the normally scheduled work day and ends at the beginning of the following normally scheduled work day. Standby assignments will be in increments of one week, beginning at close of business on the designated day and end at the beginning of the work day one week later.

Human Resource Committee Packet

January 2024

Agenda Item
Requesting amendment to policy 5.17 to include standby pay to Fleet technician
Background
There is a need in Public Works for a Fleet Technician to be added to the on call list.
Fiscal Impact
\$11,960.00 per year for standby pay (\$230.00 per week) \$510.60 per year for an additional phone (\$42.55 per month)
Staff Recommendation
Discuss and possible action to modify employee handbook 5.17 Standby Pay to designate one fleet technician with the Motor Pool to be designated to standby on a weekly basis to respond to emergency equipment failure and breakdown
Staff contact: James Henderson (715-261-6634)

FIRST AMENDMENT TO THE GRANT AGREEMENT

**STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and
CITY OF WAUSAU**

NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

THIS FIRST AMENDMENT amends the Grant Agreement entered into on August 11th, 2023 by and between the Wisconsin Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and the City of Wausau (“Grantee”).

RECITALS

WHEREAS, on November 9th, 2023, the United States Treasury (“Treasury”) issued an Interim Final Rule which provided clarification to recipients of SLFRF monies as to whom the obligation deadline of December 31st, 2024 for the incurrence of eligible expenses applies to; and

WHEREAS, the aforementioned clarification from Treasury has indicated that, “A cost is considered to have been incurred once a recipient enters into a subaward that obligates the recipient to cover that cost. Once a recipient has obligated funds, the requirement in the statute and Treasury’s rule to obligate funds by December 31, 2024, has been satisfied, such that subrecipients need not themselves also obligate funds received under a subaward by December 31, 2024”; and

WHEREAS, given that Grantee is not a “recipient” as defined under the applicable ARPA statutes and regulations, Grantee is not required to obligate such funds received under its grant by December 31st, 2024 but, rather, can obligate such funds up until the end of the Performance Period of its grant; and

WHEREAS, based on the aforementioned, the parties wish to amend the Grant Agreement to clarify the obligation deadline;

NOW, THEREFORE, the parties hereto agree to amend the Grant Agreement as outlined below pursuant to Article 28 of the Grant Agreement:

1. The language within Article 3. Period of Performance is deleted in its entirety and replaced by the following language: “The Performance Period is March 3, 2021 through December 31, 2025, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.”
2. Except as amended and modified by this First Amendment, all terms and conditions of the Grant Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Department and Grantee have executed this First Amendment to the Grant Agreement as of the date of last signature below.

CITY OF WAUSAU

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

BY: _____
(signature)

BY: _____
(signature)

NAME: _____
(print)

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PROJECT ID: ARPA-NIF-200

UEI #: RN18A9W NXNA6

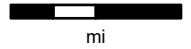
To: Finance Committee
From: Randy Fifrick, Economic Development Manager
Date: January 17, 2024
Re: NIF-200 Grant for Westside Battery



The City of Wausau was awarded \$1.75 million through the Neighborhood Investment Fund Grant Program in 2022 to help fund a financing gap in the affordable housing project on the former Westside Battery site. In August of 2022, City Council approved Grant Agreement with the State of Wisconsin and the Cooperative Agreement with Gorman & Company.

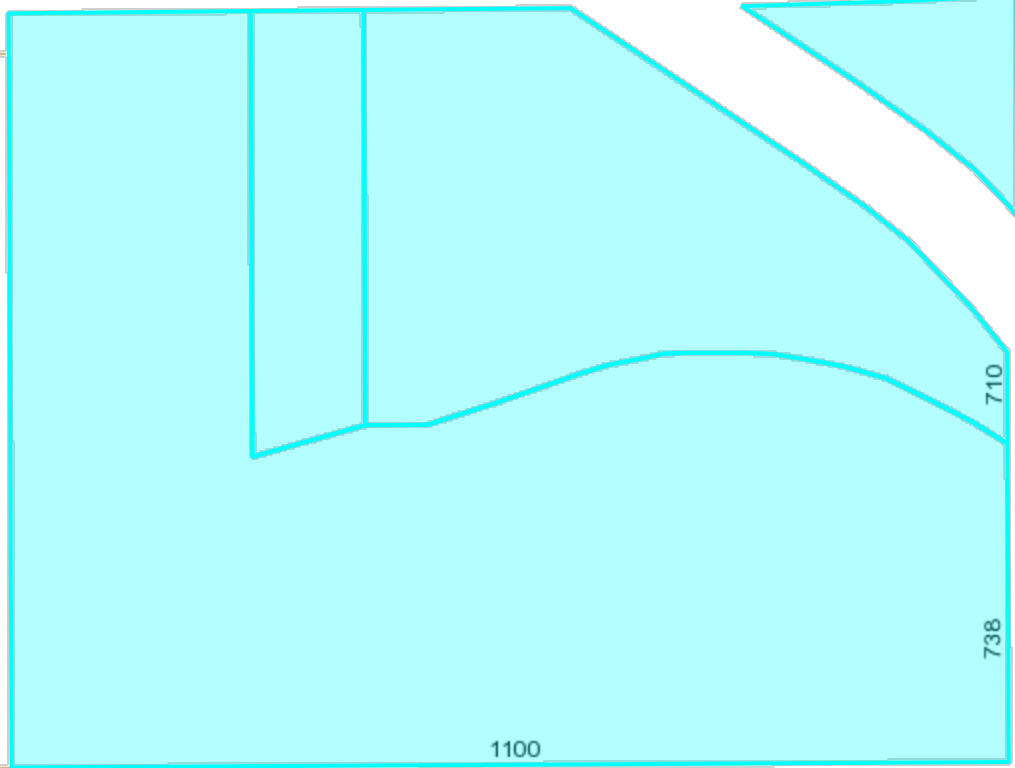
The State of Wisconsin has requested that we amend our previous grant agreement for the funds awarded to the project. The Neighborhood Investment Fund Program received updated guidance from U.S. Treasury concerning the obligation of SLFRF monies and clarification that the incurrence deadline of such funds of December 31st, 2024 only applies to DOA and not the grantees. This will allow greater flexibility for the City as we are waiting for this project to break ground later this year.

Staff recommends approval of the amendment.



mi

Parcel



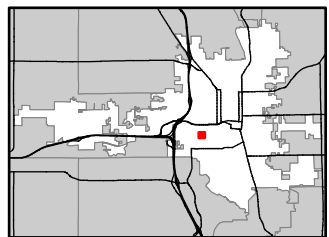
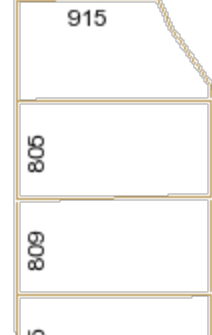
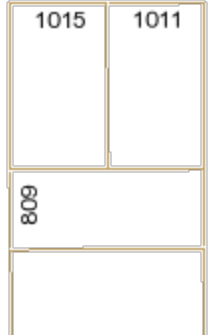
PARDEE ST

S 10TH AV

WEST ST

S 12TH AV

S 11TH AV



NOTES:
1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us