



OFFICIAL NOTICE AND AGENDA

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

JOINT MEETING:	FINANCE COMMITTEE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE WAUSAU WATER WORKS COMMISSION
Date/Time:	Tuesday, February 13, 2024, at 5:00 PM
Location:	City Hall (407 Grant Street) - Council Chambers
Finance Members:	Lisa Rasmussen (C), Doug Diny (VC), Michael Martens, Sarah Watson, Carol Lukens
CISM Members:	Lou Larson (C), Gary Gisselman (VC), Lisa Rasmussen, Doug Diny, Chad Henke
WWW Members:	Katie Rosenberg, Dawn Herbst, Jim Force, Joe Gehin, John Robinson

AGENDA ITEMS

Joint Wausau Water Works Commission and Finance Committee items:

- 1 Presentation by Ehler's related to utility operating budgets and financing of 2024 projects.
- 2 Discussion and possible action approving WDNR Environmental loans principle forgiveness for 2024 construction projects.
Adjourn Wausau Water Works Commission

Joint Capital Improvements and Street Maintenance Committee and Finance Committee items:

- 1 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 Capital Improvements and Street Maintenance Committee

Finance Committee items:

- 1 Minutes of the previous meeting(s) (01/09/2024).
- 2 Discussion and possible action on Sole Source Purchasing Physical Therapy for Police Department
- 3 Discussion and possible action on Sole Source Purchasing for Riverlife Concession Fencing.
- 4 Discussion and possible action on Sole Source Purchasing for 400 Block Stage Repair and Sealant
- 5 Discussion and possible action approving Urban Nonpoint Source and Stormwater Management Planning Grant Agreement.
- 6 Discussion and possible action on approving termination of Animal Control Services to the Everest Metropolitan Police Department, provided pursuant to an Intergovernmental Humane Officer Services Agreement.
- 7 Discussion and possible action on approving Wireless Telecommunications Equipment and Service Agreement with New-Cell, LLC d/b/a Cellcom.
- 8 Discussion and possible action regarding budget modification for Short Street construction.
Adjourn

Katie Rosenberg, Wausau Water Works Commission Chair
 Lou Larson, Capital Improvements and Street Maintenance Committee Chair
 Lisa Rasmussen, Finance Committee Chair

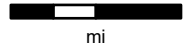
NOTICE: It is possible and likely that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

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 02/09/2024 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.

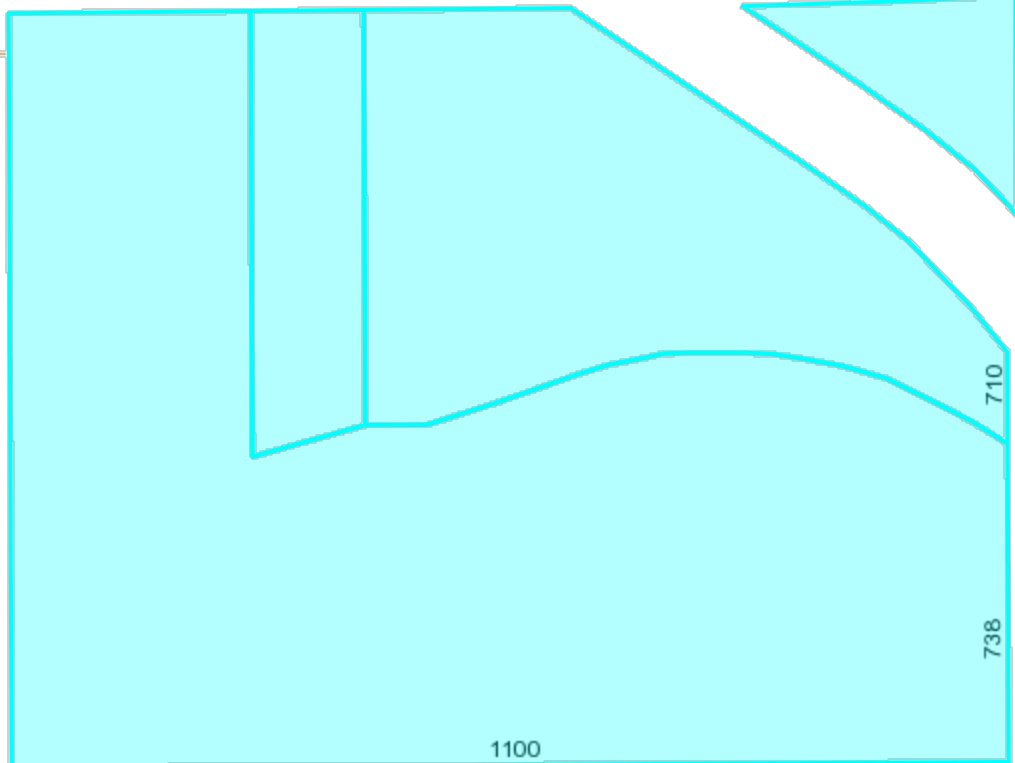
Other Distribution: Media, (Alderpersons: (Kilian, Gisselman, McElhane, Herbst, Larson, Henke), *Rosenberg, *Jacobson, *Groat, Department Heads



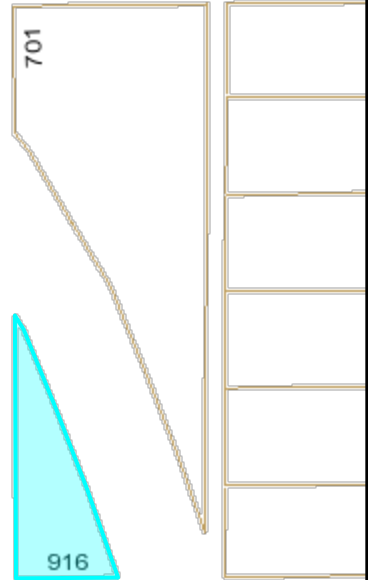
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PARDEE ST



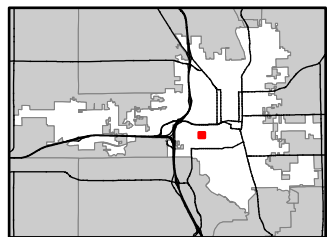
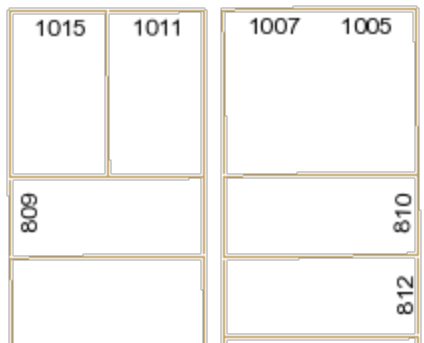
S 10TH AV

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

FINANCE COMMITTEE

Date and Time: Tuesday, January 23, 2024, at 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen (C), Michael Martens (VC), Sarah Watson, Doug Diny, Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Matthew Barnes, Todd Beaten, Jeremy Kopp, Justin Pluess, Anne Jacobson, Rick Rubow, Eric Lindman, Dustin Kraege, Soloman King, Liz Brodek, Andrew Lynch, Randy Fifrick, James Henderson, Kody Hart, Alder Gisselman

Noting the presence of a quorum, Chairperson Rasmussen called the meeting to order at 5:15 P.M.

Minutes of the previous meeting(s) (01/09/2024).

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

Discussion and possible action on alleged claim for recovery of unlawful tax – 901 S. 22nd Avenue (Drake).

Motion by Lukens, seconded by Diny, to approve. Motion carried 5-0.

Discussion and possible action on Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance.

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

Discussion and possible action on Small Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri).

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

Discussion and possible action on authorizing the redemption of Certain General Obligation Promissory Notes.

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

Discussion and possible action regarding ARPA funding requests and related budget modification moving funds from Fire Department positions to Community Outreach Coordinator position.

Diny questioned if there were any considerations as to the ranking of this project along with other ARPA requests. It was stated that both items ranked high and because the Fire Department will not be able to spend down the ARPA funds in time, these can be reallocated to the Outreach Coordinator position.

Motion by Lukens, seconded by Diny, to approve. Motion carried 5-0.

Discussion and possible action regarding ARPA funding requests and related budget modification for River Edge Trail Extension - Thomas Street.

Rasmussen questioned if it would be possible to shift allocation funding from the Room Tax Commission allocation this extension to get it finished. The Room Tax Commission would need to make that decision to give more allocation to this part of the extension as opposed to the current allocation of both parts.

Without objection, staff are directed have the committee members score the ARPA request to reevaluate that item along with other request for ARPA spending.

Discussion and possible action to approve grants related to the River Edge Trail Extension.

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

Discussion and possible action for a request for reclassification of Admin I in the Department of Public Works to Admin II.

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

Discussion and possible action to an amendment to policy 5.17 to include standby pay to Fleet technician.

Diny questioned if this had come before the committee previously. It had been taken up before but was sent to the Human Resources Committee for further review and that committee approved it.

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

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.

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

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.

Motion by Watson, 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.

Without objection, staff are directed to continue to work on the item.

Adjourn

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

Meeting adjourned at 5:58 P.M.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=cm4RuAUm0Rc> and <https://www.youtube.com/watch?v=FGFAdJGs3Pc>



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

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

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

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

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

The vendor for this request is Advanced Physical Therapy & Sports Medicine. The service provided is an onsite physical therapist, or athletic trainer Traci Tauferner, for 18 hours per week. The PT will be accessible to all staff at the police department and fire department. The services offered will include:

- Individual assessments on health, functional movement, and fitness
 - Personalized performance enhancement programming
 - Health and wellness education
- On-site injury evaluations and rehabilitation to help provide better care for employees

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

The service provided will be an onsite physical therapy, primarily provided by Traci Tauferner, for 18 hours per week. Nine hours per week at the Wausau PD and nine hours per week at the Wausau Fire Department.

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

The Wausau Fire Department has been using Traci Tauferner for approximately five years and the Wausau Police Department has been using her for the last three years. Traci Tauferner has, by our measurement, delivered excellent care, facilitated specialized medical care, reduced the lost staff time due to injury, and most importantly earned the trust of the staff at both the Wausau Police Department and the Wausau Fire Department. The relationship and understanding between Traci Tauferner and individual staff members developed over the last four years brings significant value to our organizations and is the driving factor in this Sole Source Request. In addition, numerous local police and fire departments also contract with Advanced Physical Therapy for this work with great recommendations. Traci Tauferner is the only locally known provider who specializes in physical therapy for first responders.

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

Prior to utilizing Traci Tauferner, the Wausau Police Department contracted with other providers and were not satisfied with the result. The result of our current use of Traci Tauferner has "Exceeded Expectations".

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

The Wausau Fire Department and the Wausau Police Department have utilized this service for several years and have found the service to save significant dollars in lost time and be reasonably priced for onsite medical/therapy care.

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

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain)
- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: Police and Fire Departments

Preparer: Matthew L. Barnes

Vendor Name: Advanced Physical Therapy & Sports Medicine

Expected amount of purchase or contract: Wausau PD \$30,000, Wausau FD \$30,000

Department Head Signature:

Date:

Finance Director Signature:

Date:



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

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

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

Request Title: Riverlife Concession Fencing

Specify if the request represents one time spending such as a capital expense or will represent an ongoing commitment for the city

- One time request** **One Time Sole Source Request**

1. Provide a detailed explanation of the explanation

The Park Department would like to add a decorative fencing that allows for airflow to the rooftop HVAC unit located on the east side of the Riverlife Concession Building. This was the recommendation by the manufacturer, Building & Facilities maintenance staff and a heating and cooling contractor to ensure proper air be provided to the unit to prevent overheating resulting in the air conditioning faulting when the renter is in business.

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

This fencing is a louvered product that provides an 80% visual screen, yet adequate air flow to cool the unit.

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

Other products are available such as chain link fence. This would be the least expensive alternative, however in the interest of maintaining an attractive space to a prospective renter, the determination was to pursue a more aesthetically pleasing and vandal resistant option.

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

Internet search of products including estimate requests.

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

One additional price quote was received, however the cost was "In the \$48,000 range" per the quote.

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

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain)

The proper function of the HVAC unit is directly related to the contract with the renter. Per the renter, it is very important the air conditioning function properly due to the temperature tolerances of ice cream making equipment.

- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: Parks, Recreation & Forestry

Preparer: Jamie Polley

Vendor Name: Ametco Manufacturing Corporation

Expected amount of purchase or contract: \$37,184 + 10% contingency = \$39,772.70

Department Head Signature: Jamie Polley **Date: 2/6/24**

Finance Director Signature: **Date:**



PROUDLY MADE IN THE UNITED STATES OF AMERICA

4326 Hamann Pkwy
PO Box 1210
Willoughby, OH 44096
800-321-7042 (440) 951-4300
Fax (440) 951-2542
robert@ametco.com
<http://www.ametco.com>

To: **WAUSAU/MARATHON COUNTY PARKS REC AND FORESTRY** Date: **1/22/2024**
Attn: **ANDREW SIMS** Phone: **(715) 261-1573**
Job: **WAUSAU/MARATHON COUNTY PARKS REC AND FORESTRYrevVI** email: **andrew.sims@co.marathon.wi.us**

THANK YOU VERY MUCH FOR YOUR RECENT INQUIRY; WE ARE PLEASED TO QUOTE AS FOLLOWS:

AMETCO STEEL SHADOW 80 DESIGN FENCING

THIS FENCE HAS INCLINED SECTIONS, EXCLUSIVE DESIGN, WITHOUT CUTS OR JOINTS; ELECTRO-FORGE WELDED STEEL FENCING. AMETCO SHADOW DESIGN 1 31/32" X 1/16" FORMED MAIN BAR AND A 5/32" ROUND CROSS BAR TO PROVIDE 80% DIRECT VISUAL SCREENING. GALVANIZED AND POWDER COATED FROM 1 OF AMETCO'S 14 STANDARD COLORS. WT. 2.84 LBS. PER SQUARE FOOT

THE FOLLOWING ARE INCLUDED:

21 LF X 8' OF FENCING WHICH INCLUDES 3" X 3" POSTS, PANELS, STAINLESS STEEL BOLTING (PANEL TO POST)
ONE 12' X 8' DOUBLE SWING GATE WHICH INCLUDES FRAME, POSTS, PANELS, AND ALL HARDWARE

LOT PRICE: \$36,157.00

ALL QUOTES INCLUDE EITHER PLATED OR 3' OF EXTRA POST FOR EMBEDMENT, AND ALL GATES COME WITH EITHER A PADLOCKABLE SLIDE AND CANE BOLTS OR CAN BE MADE TO ACCEPT CUSTOMER PROVIDED LOCKING HARDWARE INSTALLED IN THE FIELD

QUOTE VALID FOR 30 DAYS FROM DATE ON QUOTE, ORDER PRICE WILL BE HELD FOR 1 YEAR FROM RECEIPT DATE OF P.O.

F.O.B. WILLOUGHBY, OH - FREIGHT ALLOWED TO: **WI** FREIGHT INCLUDED
DELIVERY 12-14 WEEKS AFTER DRAWING APPROVAL. UNLESS OTHERWISE NOTED THIS IS FOR STANDARD AMETCO DESIGNED FENCING. WE DO NOT ACCEPT DELEGATED DESIGN AND ANY DEVIATIONS FROM OUR STANDARD DESIGN MAY INCUR EXTRA COSTS ABOVE WHAT IS QUOTED. *EXCLUSIONS INCLUDE BUT NOT LIMITED TO STATE ENGINEER SIGN AND SEALING SUBMITTALS, INSTALLATION, TAXES, PIPE SLEEVES, OPERATORS, MOCK UPS OR ANCHOR BOLTS. IF NOT LISTED IN INCLUDES DESCRIPTIONS, ITEM(S) WILL NOT BE FURNISHED. WE WILL FURNISH SHOP DRAWINGS FOR APPROVAL. FIELD DIMENSION VERIFICATION TO BE DONE BY CONTRACTOR - NOT AMETCO. THERE WILL BE A MINIMUM MIX CHARGE FOR ANY CUSTOM POWDER COLOR NOT SHOWN ON AMETCO STANDARD COLOR CHART.

"THE STANDARD LEAD TIME IS BASED ON MATERIAL AVAILABILITY AT THE TIME OF APPROVAL INCLUDING ANY CUSTOM POWDER

Robert G. Braud

ANY ORDERS PLACED WITH AMETCO WILL BE PER QUOTE, IF IT IS NOT LISTED ON THE QUOTE THEN IT IS NOT INCLUDED

WARRANTY

AMETCO MFG CORP CERTIFIES THAT ITS FENCING SYSTEMS ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE YEAR FROM DATE OF DELIVERY. THE 20 YEAR LIMITED WARRANTY GUARANTEES THE POLYESTER COATED FINISH AGAINST CRACKS, PEELS, OR BLISTERS.



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

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

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

Request Title: 400 Block Stage Repair and Sealant

Specify if the request represents one time spending such as a capital expense or will represent an ongoing commitment for the city

- One time request** **One Time Sole Source Request**

1. Provide a detailed explanation of the explanation

The 400 Block stage is in need of replacement sealant between joints to maintain the integrity of the concrete.

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

Removal of existing sealant, clean surfaces, and install new sealant.

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

It is possible in-house staff could complete this work, however this would be a unique process to our staff and is in a high-profile area. Additionally, we do not have necessary time available to accomplish this task.

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

Discussed the project with another municipality and the original contractor. Both recommended Norcon for the task.

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

Based on discussions with the contractor, the time involved and the material cost illustrated this as a reasonable expense estimate.

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

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain)

There is potential in the near future for the north facing portion of the stage wall to fail due to water leakage on the decking.

- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: PARKS, RECREATION & FORESTRY

Preparer: JAMIE POLLEY

Vendor Name: Norcon Corporation

Expected amount of purchase or contract: \$9,871 + 10% CONTINGENCY = \$10,858.10

Department Head Signature: JAMIE POLLEY Date: 2/6/24

Finance Director Signature: Date:

NORCON
CORPORATION
DIVERSIFIED CONSTRUCTION SERVICES

5600 Municipal Street, Weston WI 54476
Ph: 715.359.5808 Fax: 715.359.9339
norcon@norconcorp.com www.norconcorp.com

September 29th, 2023

Wausau & Marathon County
Parks, Recreation, & Forestry
900 Pardee Street
Wausau, WI 54401

Attn: Andrew Sims Ph: 715-261-1573 Email: andrew.sims@co.marathon.wi.us

RE: 400 Block Remove and Replace Sealant

Based on the meeting with Andrew Sims, we are pleased to provide the following price quote for the above-referenced project:

- Remove existing sealant and clean surfaces to ensure proper installation.
- Install new sealant.
- Color selection will need to be made by the Owner.

Total project Cost.....\$ 9,871.00

The following items are not included if required:

- Testing.
- Obtaining or fees for permits.
- Bonds (add 2% if required)
- Allowances.

If you have any questions or need more information, please call me at 715.359.5808. Or amber.keller@norconcorp.com.

Sincerely,
Norcon Corporation
Amber Keller

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE & THE FINANCE COMMITTEE	
Approving Urban Nonpoint Source and Stormwater Management Planning Grant Agreement	
Committee Action: CISM ; Finance <i>Pending</i>	
Fiscal Impact:	
File Number: 24-0215	Date Introduced: February 13, 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> Annual Retirement
	<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 City of Wausau has been awarded partial project funding for a Stormwater Quality Management Plan Update; and

WHEREAS, this project includes updated modeling of our existing conditions Best Management Practices (BMP), BMP alternative analysis for Total Maximum Daily Load (TMDL) compliance, a stormwater utility feasibility study update, and analysis of our leaf pickup procedures to apply for the WDNR TP Leaf Credit; and

WHEREAS, your Capital Improvements and Street Maintenance Committee discussed the grant agreement at its meeting on February 8, 2024 and recommends approval; and

WHEREAS, your Finance Committee discussed the grant agreement at its meeting on February 13, 2024 and recommends approval;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the necessary documents related to the Urban Nonpoint Source and Stormwater Management Planning Grant Agreement.

BE IT FURTHER RESOLVED that the City of Wausau shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Approved:

Katie Rosenberg, Mayor

DRAFT

AGENDA ITEM
Discussion and possible action on Urban Nonpoint Source and Stormwater Management Planning Grant Agreement
BACKGROUND
The City has applied for, and has been awarded, partial project funding for a Stormwater Quality Management Plan Update. The project includes updated modeling of our existing conditions Best Management Practices (BMP), BMP alternative analysis for Total Maximum Daily Load (TMDL) compliance, a stormwater utility feasibility study update and analysis of our leaf pickup procedures to apply for the WDNR TP Leaf Credit
FISCAL IMPACT
This grant is a 50/50 match with a maximum match \$85,000 if the project meets or exceeds \$170,000. At time of application the total project cost was estimated to be \$186,000.
STAFF RECOMMENDATION
Staff recommends approval of the grant agreement.
Staff contact: TJ Nicksich 715-261-6748



October 26, 2023

► **REQUIRES IMMEDIATE ACTION** ◀
Urban NPS & Stormwater Mgmt. Program
Grant# USP37291Y24
Grant Amount: \$85,000.00

Thomas J. Niksich, Project Engineer
City of Wausau
407 Grant St.
Wausau, WI 54403

Dear Mr. Niksich:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Stormwater Quality Management Plan Update*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also several activities where you must obtain prior departmental review and authorization before proceeding.

You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant; before and after photographs are a required component for construction projects.

In early 2024, DNR will hold a grant administration webinar to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2024 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Stay tuned for details coming via email regarding the webinar date and time.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and evidence that your community has committed the necessary funding for the local share, to DNRCFANONPOINTGRANTS@wisconsin.gov.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Terry Kafka, at (715) 498-0432. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,


Jim Ritchie, Director
Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy): Terry Kafka, Regional Nonpoint Source Coordinator, DNR West Central Region
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP37291Y24
Governmental Unit	City of Wausau
Project Contact Name	
Project Contact Title	
Project Contact Mailing Address	
Project Contact Phone Number (direct):	() Extension:
Project Contact Email Address:	

Address to which reimbursement checks should be sent if different than contact information above:

Name	
Title	
Mailing Address	
Phone Number (direct):	() Extension:
Email Address:	

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:
DNRCFANONPOINTGRANTS@wisconsin.gov.

Notice: By signing this grant agreement, grantees indicate concurrence with conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216, Wis. Adm. Code. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP37291Y24	Grant Award Date October 26, 2023		
Grantee (Unit of Government) City of Wausau			Total Grant Amount \$85,000
Project Name Stormwater Quality Management Plan Update		Grant Period From January 1, 2024 Through December 31, 2025	
Authorized Government Official Eric Lindman, Director of Public Works		Grantee Contact Thomas J. Niksich, Project Engineer	
Government Official Address 407 Grant St.		Contact's E-mail Address thomas.niksich@ci.wausau.wi.us	
City, ZIP Code, County Wausau, 54403, Marathon County		Contact's Telephone Number (715) 261-6748	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Terry Kafka, (715) 498-0432, Terence.Kafka@wisconsin.gov			DNR Region West Central Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line-Item Description	State Cost-Share Amount	Cost-Share Percentage
1. Urban Stormwater/Erosion Plan – BMP U8	\$77,350.00	50%
2. Utility Formation/Feasibility Analysis – BMP U9	\$7,650.00	50%
Total Maximum Grant Amount	\$85,000.00	

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

1. Urban Stormwater/Erosion Plan – BMP U8
2. Utility Formation/Feasibility Analysis – BMP U9

PART 4. CONDITIONS

A. General Conditions

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether

for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.

A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.

A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

A.6. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.

9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form (Form #3400-189P) or to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS) once it is operational to replace Form 3400-189P, and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees to submit final planning products required by a municipal storm water permit to the DEPARTMENT using the Water ePermitting System (<https://dnr.wisconsin.gov/permits/water>). Other final planning products will be submitted to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement.
15. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
16. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
17. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.

- 4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

B – Special Condition

Environmental and Natural Heritage Concerns. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE

By:

Authorized Government Official

Title

Date Signed

FOR THE STATE OF WISCONSIN

By:

Corinne Johnson

for Jim Ritchie, Director
Bureau of Community Financial Assistance

October 26, 2023

Date Signed

(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Termination of Animal Control Services to the Everest Metropolitan Police Department, provided pursuant to an Intergovernmental Humane Officer Services Agreement.

Committee Action: *Pending*

Fiscal Impact: Loss of \$15,455 revenue

File Number: 12-1214

Date Introduced: February 13, 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 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 City of Wausau and the Everest Metropolitan Police Department (“EMPD”) have had an intergovernmental agreement since 2014 to provide animal control services to EMPD by a Humane Officer, vested with statutory authority pursuant to Chapter 173 of the Wisconsin Statutes; and

WHEREAS, On December 19, 2023, pursuant to File Number 12-1214, the Common Council authorized entering into an agreement with EMPD to furnish such services for a term from January 1, 2024 through December 31, 2024, and authorized and directed the proper city officials to execute the same; and

WHEREAS, a representative of the EMPD contacted the City and indicated that with the unknown outcome of a potential merger of their department with a department from another jurisdiction, they decided to decline executing the contract sent to them for execution, but offered to pay for any services provided after December 31, 2023, when the most recent contract terminated; and

WHEREAS, in order to allow residents within the EMPD jurisdiction to participate in an already marketed event, “Paws and Protect” on March 16, the parties have agreed to fix the date of March 31, 2024, as the last day services are to be provided, for which a prorated payment of 1/12th of the contract amount, or \$1,405, will be made to the City.

NOW, THEREFORE, BE IT RESOLVED that the Common Council rescinds its approval

on December 19, 2023, of an Intergovernmental Agreement with the Everest Metropolitan Police Department for calendar year 2024, and hereby approves the termination of animal control services, under agreement since 2014, to the Everest Metropolitan Police Department, effective through March 31, 2024, for which the payment of \$1,405 shall be due the City for any services provided between January 1, 2024 and March 31, 2024.

Approved:

Katie Rosenberg, Mayor

Staff Memo

TO: Finance Committee Members

Common Council Members

FROM: Anne Jacobson, City Attorney

RE: Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department

DATE: January 26, 2024

Purpose: To obtain approval of termination of services provided under this Agreement.

Background: The City of Wausau, beginning in the year 2020, annually approved and entered into an intergovernmental agreement for humane officer/animal control services with the Everest Metro Police Department (“EMPD”), for a fee.

On December 19, 2023, the Common Council approved executing a contract for human officer services with EMPD for \$16,860. Payment is due July 5, 2024. The term, under paragraph 4. Is for one year from January 1, 2024, through December 31, 2024.

I spoke with a Nicholas Aldrich today who is handling this contract and indicated to me that EMPD, given the unknowns of a potential merger, and with the upcoming retirement of the Police Chief, was no longer interested in executing this Agreement for this calendar year. They are agreeable to paying for any services provided from January 1, 2024, through effective date of termination of services.

Recommendation:

I propose preparing a short memorialization or amendment wherein both bodies agree that while approved by the City of Wausau, the EMPD will not be executing this agreement, but that services will be effectively terminated on any date after Council can take action on this matter, and that EMPD will pay the costs of services from January 1, 2024, through the date after which services will cease to be provided.

RESOLUTION OF THE FINANCE COMMITTEE

Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2024 through December 31, 2024.

Committee Action: Approved 5-0

Fiscal Impact: Revenue payment of \$16,860 from Everest Metro Police Department

File Number: 12-1214

Date Introduced: December 19, 2023

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: Animal Control Fund</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 City of Schofield, Village of Weston and Town of Weston are parties to the Schofield/Weston Police Merger Agreement, executed October 4, 1993; and

WHEREAS, each jurisdiction has passed and is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Everest Metro Police Department (EMPD); and

WHEREAS, an agreement was entered into in 2023 between the City of Wausau and Everest Metropolitan Police Department for humane officer services; and

WHEREAS, the EMPD desires to again contract with the CITY for the provision of certain animal control services to the three jurisdictions within which it provides law enforcement, which shall include the impoundment, care and treatment of stray dogs taken into custody within its jurisdiction; and

WHEREAS, the CITY is agreeable to rendering such services on the terms and conditions set forth in the attached agreement; and

WHEREAS, EMPD will administer the agreement upon authorization by the governing bodies of Weston and Schofield.



WAUSAU

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

Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 14, 2023

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

Purpose:

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

Background:

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

Impact:

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

Recommendation:

Department recommends approving the renewal of the one year contract.

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

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

Worker’s Compensation Statutory Coverage

General Liability Insurance Coverage:

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

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

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

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

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

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

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

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

Katie Rosenberg, Mayor

Clayton Schulz, Chief of Police

Kaitlyn A. Bernarde, City Clerk

Mark Maloney, Chairman – Everest Metro
Joint Finance Committee

EXHIBIT A

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

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Wireless Telecommunications Equipment and Service Agreement with New-Cell, LLC d/b/a Cellcom	
Committee Action:	<i>Pending</i>
Fiscal Impact:	Approx. \$42,000 annually
File Number:	14-1009
Date Introduced:	February 13, 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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Department budgets</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: about \$ <u>42,000</u></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 <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, on February 14, 2023, Council approved a one-year contract for cellular services with New Cell, Inc. d/b/a Cellcom; and

WHEREAS, the contract expires February 15, 2024 and the city wishes to renew the contract for one year with New Cell, Inc.; and

WHEREAS, your Finance Committee, on February 13, 2024, recommended renewing the contract for one year.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute a one year contract with New Cell, Inc. d/b/a Cellcom for wireless telecommunications equipment and service.

Approved:

Katie Rosenberg, Mayor

**WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICE AGREEMENT**

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT ("Agreement") is made, entered into, and effective this ____ day of _____ 2024, by and between NEW-CELL, LLC., a Wisconsin limited liability company, doing business as Cellcom, ("Cellcom"), and City of Wausau, ("Customer").

Section 1 – Provision of Telecommunications Services and Related Equipment

A. **Services.** Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service lines ("Line" or "Lines") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 93 Lines ("Line Minimum") on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Cellular Telephone Equipment and Service Agreement in the form attached as Exhibit B which shall also govern the availability of the services on each Line.

B. **Flex Plan Lines Not Eligible.** Customer acknowledges and understands that any lines purchased through Cellcom under Cellcom's Flex plan are not covered by this Agreement and are not eligible for the rates, terms and conditions contained in this Agreement. Lines purchased under the Flex plan must comply with the terms and conditions contained in the Flex agreement.

Section 2 – Rates and Charges

A. **Monthly Service Charges.** Each Line maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

B. **Additional Air Time, Text, Data and Roaming Charges.** Each Line maintained by Customer pursuant to this Agreement shall include the allotment of included air time, text messages and data packages, if applicable, for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for services used in excess of such allotment for each Line, with each Line considered individually for these purposes. Additionally, Customer shall incur additional roaming charges for services utilized outside the "home" area identified in Exhibit A.

C. **Payment.** Cellcom shall invoice Customer for the aggregated total of the monthly service and associated charges for using Cellcom service, including, but not limited to, additional air time, text messages, data usage, roaming charges and additional equipment expenses incurred by all Lines maintained by Customer pursuant to this Agreement. Customer shall pay each such invoice within 30 days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1.5 %, or the highest amount allowed by law, whichever is lower.

Section 3 – Term, Renewal and Termination

A. **Initial Term.** The Initial Term of this Agreement shall be one year, commencing on the date first written above and ending on the first anniversary thereof.

B. **Renewal Term.** Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive one-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term.

C. **Termination.** This agreement may be terminated prior to the end of the Initial Term, or Renewal Term if applicable, as follows:

i. **Automatic Termination.** This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of creditors; or, (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within 90 days of commencement.

ii. **Default.** In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be 10 days for a monetary default and 30 days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

iii. **Mutual Agreement.** This Agreement may be terminated at any time by mutual, written agreement of Cellcom and Customer.

D. Early Termination of Lines and Effect of Non-Renewal of Agreement.

i. **Termination of Lines.** Customer may, at any time during the Initial Term, or Renewal Term if applicable, terminate one or more Lines maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom advance written notice of such termination. In the event any such termination causes Customer to thereafter maintain fewer active Lines than the Line Minimum, Customer must also pay to Cellcom a "Termination Fee," as detailed below in this subsection, for each terminated Line below the Line Minimum. The Termination Fee shall be payable at the time Customer delivers its notice of termination, and shall be determined by reference to the devices activated on the terminated Line(s) falling below the Line Minimum.

a. For each Standard Device activated on the terminated Line(s), the Termination Fee is \$175.00, which amount shall be reduced by \$5.00 for each completed month of the term of this Agreement; and

b. For each "Smart Device" activated on the terminated Line(s), the Termination Fee is \$350.00, which amount shall be reduced by \$10.00 for each completed month of the term of this Agreement.

Notwithstanding any such termination of one or more Lines, this Agreement shall remain in effect as to all other Lines maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the line allowance provided to Customer based on the number of remaining Lines and the remaining time left in the then-current Term.

ii. **Effect of Non-Renewal of Agreement.** In the event Customer does not renew this Agreement at the end of the Initial Term, Customer shall pay to Cellcom \$175.00 for each Standard Device and \$350.00 for each "Smart Device" activated within the final 90 days of the Initial Term. Upon the expiration of the Initial Term, or Renewal Term if applicable, Customer may maintain Lines established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such Lines shall be determined by reference to Cellcom's then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

iii. **Standard Device; Smart Device.** "Standard Device" is defined as a device that is not a smartphone. "Smart Device" is defined as a device that is a smartphone.

Section 4 – Miscellaneous

A. **Entire Agreement.** This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties and no term or condition

contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

B. **Stolen or Lost Equipment.** Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

C. **Notices.** All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage pre-paid, and addressed as follows:

If to Cellcom: New-Cell, LLC
 d/b/a Cellcom
 1580 Mid-Valley Drive
 De Pere, WI 54115

If to Customer: City of Wausau
 407 Grant St.
 Wausau, WI 54403

D. **Conflict of Terms and Conditions.** In the event that there is a conflict between the terms and conditions of this Agreement and those as set forth in the Cellular Telephone Equipment and Service Agreement found in Exhibit B, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

NEW-CELL, LLC

By: _____
 _____ Its _____

CUSTOMER

By: _____
 _____ Its _____

EXHIBIT A

Rate Plan and Line Features

Customer may upgrade up to 47 lines at promotional equipment pricing during the one-year term of this agreement. Any upgrades provided above 47 will require retail equipment pricing.

Customer will receive a 20% accessory discount with a maximum discount of \$15 off the retail price of accessories when purchased through Business Sales Representative.



Business Share Plus Plan

A simple, easy to understand plan.

Enjoy unlimited nationwide talk, unlimited messaging and share a pool of data with all lines on your account.

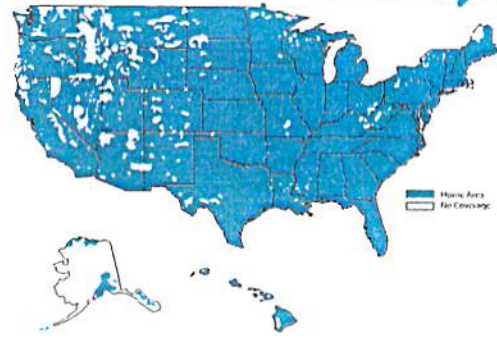
Included Benefits:

- Mobile Hotspot, FREE Basic or Visual Voicemail*, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.**
- Shareable Data for all devices on your account on the same plan.

*Visual Voicemail available on select devices.

**See cellcom.com for international messaging details.

Coverage Map



STEP 1: Choose your Data Packages

Plan Options for up to 10 devices per package

Shared Data	500MB	1GB	3GB	6GB	10GB	15GB
Monthly Data Charge	\$20	\$25	\$40	\$55	\$70	\$80

Plan Options for up to 25 devices per package

Shared Data	25GB	35GB	45GB	55GB
Monthly Data Charge	\$105	\$160	\$205	\$250

Plan Options for up to 50 devices per package

Shared Data	75GB	100GB
Monthly Data Charge	\$340	\$450

Cellcom recommends 1-2GB per Smartphone on your account. Each primary line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

Data overage is charged at \$20/500MB on the 500MB plan, and \$15/GB on 1GB+ plans.

STEP 2: Add Phones or Devices to Your Business Share Plus Plan

Line Access	Fees/month	2 year Agreement	No Contract*
Smartphone		\$35/mo.	\$20/mo.
Basic Phone		\$20/mo.	
Hotspots/USB Modems		\$10/mo.	
Tablets		\$10/mo.	
Connected Devices		\$5/mo.	



Manage and monitor your data usage:

- To help you decide how much data you need, use the data usage calculator at <http://www.cellcom.com/calculator.html>
- Change your data allowance at any time without extending your contract.

*No contract pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on Business Share Plus Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Flex line access does not include monthly device installments. Price varies by device. See cellcom.com/for for details.

Add Ons for Share Plans (per line)

Delphi Connect	\$5.00/month
Fleet for Vehicles/Assets	\$15.00/month
Fleet for Smartphone	\$10.00/month
Fleet Mobile Worker	\$20.00/month

MultiRing	\$6.95/month
Nquire/411 Directory Assistance	\$1.99/per use
Call Forwarding	\$0.99/month
Detail Billing	\$0.99/month
Handset Protection	refer to eSecured by choice

International Long Distance & Text

International Dialing	per pay per minute
International Dialing Discount Package	\$3.95/month

Refer to cellcom.com for current long distance rates by country and international roaming options.

Legal disclaimer text regarding service availability, coverage, and terms of use.

Business Unlimited Plan

Enjoy unlimited nationwide talk, messaging, and data



Included Benefits:

- Mobile Hotspot, FREE Basic or Visual Voicemail*, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.**

*Visual Voicemail available on select devices.

**See cellcom.com for international messaging details.

Choose Your Unlimited Data Plan

	Monthly Charge*	Max. # of Devices that can Share Data
1 Line	\$60	N/A
Multiple Lines	\$95	10

Each primary line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

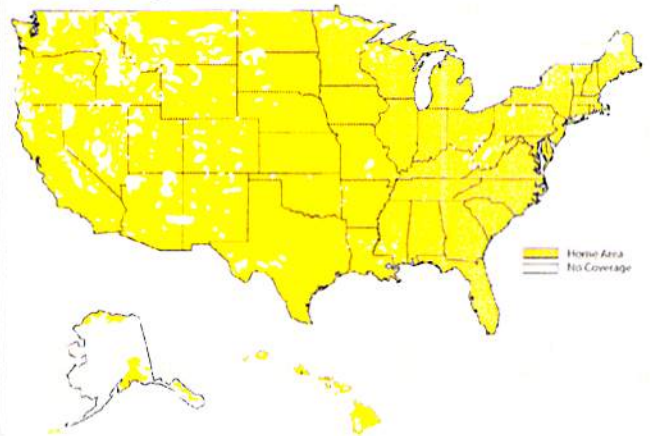
*Pricing is with autopay (checking and savings accounts only) and paperless bill discount of \$5 for one line and \$10 for multiple lines (\$65 for one line and \$105 for multiple lines).

Add Phones or Devices to Your Plan

Line Access Fees/month	2 year Agreement	No Contract*
Smartphone	\$40/mo.	\$20/mo.
Basic Phone	\$20/mo.	\$20/mo.
Mobile Broadband/USB Modems	\$25/mo.	\$20/mo.
Tablets	\$25/mo.	\$20/mo.
Connected Devices	\$10/mo.	\$5/mo.

*No contract pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on Business Unlimited Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Flex line access does not include monthly device installments. Price varies by device. See cellcom.com/flex for details.

Coverage Map:



Plan Add Ons (per line)

Spartan Camera Premium [^]	\$4.00/month
Fleet for Vehicles/Assets	\$15.00/month
Fleet for Smartphone	\$10.00/month
Fleet Mobile Worker	\$20.00/month
Usage Controls* - each line	\$0.99/month
MultiRing	\$6.95/month

Nquire/411 Directory Assistance	\$1.99/per use
Call Forwarding	\$0.99/month
Detail Billing	\$2.99/month
Handset Protection	refer to brochure
Hours of Service	\$20/month
Hours of Service w/ Fuel Tax	\$30/month

International Long Distance & Text

International Dialing	pay per minute
International Discount Calling	\$5/month/line
Unlimited calls to Canada and Mexico and a discount per minute long distance rate to other countries.	

Refer to cellcom.com for current long distance rates by country and international roaming options.

[^]Requires connected device live access.

*Due to delays in system reporting, actual data usage may take up to 24 hours to register and may exceed the usage limit set before data usage is blocked or a warning received.

Important Information: An E911 compliant CDMA phone, compatible with Cellcom's network, is required. Customer must maintain a billing address within Cellcom's licensed market to be eligible for service. Cellcom reserves the right to terminate service if less than seventy-five percent (75%) of the customer's overall minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating outside the home area may be subject to long distance charges. Calls originating outside of the home area are subject to roaming and long distance charges. Cellcom reserves the right to deactivate any mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages deposited for over 60 days. Minutes used checking voicemail are deducted from Nationwide Minutes while within the Cellcom designated area. Call Forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Voice services, including 911, are not available on mobile broadband or tablet devices. See sales representative for details. To place an international call, you must dial 011, the country code and the number for the international call. International long distance rates apply in addition to plan minutes or airtime charges when calling from your home calling plan area. While roaming, international long distance rates apply in addition to standard long distance and roaming charges. Rates are subject to change without notice. The International Discount Calling Package has a monthly feature charge in addition to reduced international long distance rates. Cellcom reserves the right to terminate this feature if less than seventy-five percent (75%) of the customer's international overall minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Unlimited Voice services are for live dialog between two individuals, voicemail, and automated services without additional charges. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission, transmission of broadcasts, or transmission of recorded material. Additional situations may apply. If you are using unlimited voice service for anything other than stated as appropriate, Cellcom reserves the right to terminate your service. Messaging and Data Services: Data monthly charge will be charged to the primary line on the Business Unlimited Plan. Use of text messaging, picture messaging, video messaging and other data services is subject to the Data Acceptable Use Policy located at www.cellcom.com/AUP. Sending and receiving picture messages may deduct from your data allowance. Usage Controls: It may take up to 60 minutes for changes to usage control settings to take effect. Due to delays in system reporting, actual data usage may take up to 24 hours to register and you may exceed the usage limit set before data usage is blocked or a warning received. Overage charges will apply to any usage over your shared data plan allotment regardless if you have Usage Controls on your account. Unlimited Data Plan: After 22GB per line per billing cycle for smart and basic phones and 10GB per line per billing cycle for mobile broadband, tablets and connected devices, data speeds will be slowed to 200 Kbps to 500 Kbps. Autopay (checking and savings accounts only, no credit or debit cards) and paperless bill required for the discounted data rates of \$5 per month for single lines and \$10 per month for multiple lines on the Business Unlimited Plan. Cellcom reserves the right to switch customer to another data plan if less than seventy-five percent (75%) of the customer's overall data usage are used in Cellcom's licensed market during any three month period during the term of this agreement Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A line set up fee and early termination fee may apply. If applicable, the early termination fees may be reduced proportionately to the remaining months of the term of the agreement. Universal Service Fund (USF) and regulatory and other recovery fees charged on all service lines. An E911 fee or Police & Fire Protection fee charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See retail location or www.cellcom.com/fees for details.

EXHIBIT B

Cellular Telephone Equipment and Service Agreement

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving 2024 Budget Modification – Short Street Construction.	
Committee Action:	Approved 5-0
Fiscal Impact:	\$ 271,098
File Number:	23-1109
Date Introduced:	February 13, 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 type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$271,098</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input checked="" type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input checked="" type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the 2024 Tax Increment District budget included the reconstruction of Short Street with Utilities in the amount of \$387,000; and

WHEREAS, the Board of Public Works secured 3 bids for the project outlined below; and

Haas Sons, Inc.	\$658,097.75
Pember Companies, Inc.	\$671,968.05
Earth Inc.	\$843,782.00

WHEREAS, the Tax Increment District can accommodate the additional costs through reserves on hand and 2023 increment income in excess of budget by \$125,346; and

WHEREAS, your Finance Committee has considered and recommended a budget modification from the in the amount of \$271,097.75;

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount	Credit Amount
60000:Capital Outlay	403 Tax Increment District Three	57331 Street Curb Gutter Local Capital Projects		58230 Streets/curb/gutter - local	Short Street 1st St to 3rd St	\$140,475.75	\$0.00
41120:Tax Increment	403 Tax Increment District Three	56752 Financing	41120 Tax Increment Districts Tax			\$0.00	\$125,346.00
60000:Capital Outlay	403 Tax Increment District Three	57331 Street Curb Gutter Local Capital Projects		58414 Wastewater Interceptor Mains and Accessories - Capital	Short Street 1st St to 3rd St	\$57,629.50	\$0.00
60000:Capital Outlay	403 Tax Increment District Three	57331 Street Curb Gutter Local Capital Projects		58343 Water Transmission and Distribution Mains - Capital	Short Street 1st St to 3rd St	\$71,621.50	\$0.00
60000:Capital Outlay	403 Tax Increment District Three	57331 Street Curb Gutter Local Capital Projects		58250 Storm Sewers	Short Street 1st St to 3rd St	\$1,371.00	\$0.00

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:

Katie Rosenberg Mayor