



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	FINANCE COMMITTEE
Date/Time:	Tuesday, May 14, 2024, at 5:15 PM
Location:	City Hall (407 Grant Street) - Council Chambers
Members:	Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Terry Kilian, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

- 1 Minutes of the previous meeting (04/23/24).
- 2 Presentation on the Solar Array Recommendation by the Solar Array Task Force.
- 3 Discussion and possible action regarding ARPA funding requests and related budget modification for Wausau Water Works Solar Array.
- 4 Discussion and possible action approving the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin.
- 5 Discussion and possible action on a budget modification of \$25,550 for the Riverside Park Soil Remediation.
- 6 Discussion and possible action regarding Safe Drinking Water Loan Closing and Payoff of Note Anticipation Note 2023A.
- 7 Discussion and possible action to approve and adopt a Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects to Supplement Existing Lead Line Replacement Study.
- 8 Discussion and Approval of 2024 Community Development Block Grant Program Year Allocations.

Adjourn

Michael Martens, Chairperson

NOTICE: The makeup of the Finance Committee and Human Resources Committee are identical; therefore, it is expected that a quorum of members of the Human Resources Committee will be in attendance. It is possible that a quorum of members of 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 05/10/2024 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.

FINANCE COMMITTEE

Date and Time: Tuesday, April 23, 2024, at 5:30 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Terry Kilian, Vicki Tierney

Members Absent: Gary Gisselman (left at 5:35 p.m.)

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, Ben Graham, Jeremy Kopp, Eric Lindman, Dustin Kraege, Kaitlyn Bernarde, Alder Neal, Alder Lukens, Alder Henke

Noting the presence of a quorum City Clerk Bernarde called the meeting to order at 5:30 p.m.

Elect Chairperson and Vice Chairperson for the 2024-2026 term of the Finance Committee.

Nominations for Chairperson were opened.

Kilian nominated Micheal Martens. Martens accepted the nomination.

Motion by Gisselman, seconded by Tierney, to close nominations and cast a unanimous ballot for Martens to be the Chairperson for the 2024-2026 term of the Finance Committee. Motion carried 5-0.

Nominations for Vice Chairperson were opened.

McElhaney nominated Gary Gisselman. Gisselman accepted the nomination.

Without objection, nominations were closed and a unanimous ballot was cast for Gisselman to be the Vice Chairperson for the 2024-2026 term of the Finance Committee.

Gisselman is excused from the rest of the meeting.

Establish regular meeting date and time for the 2024-2026 term of the Finance Committee.

Martens stated that in the past the committee had met at 5:30 p.m. which often ran up against the start time of the Common Council meeting at 6:30 p.m. It was suggested that the start time could be 5 p.m. to allow more time.

McElhaney stated that 5 p.m. may not be workable.

Martens stated that 5:15 p.m. would be a good compromise to start earlier and accommodate members.

Without objection, the committee will meet on the second and fourth Tuesday of the month at 5:15 p.m. for the 2024-2026 term of the Finance Committee.

Minutes of the previous meeting(s) (04/09/2024).

Motion by Kilian, seconded by Tierney, to accept the minutes. Motion carried 4-0.

Discussion and possible action on budget modification for room tax funds for annual 4th of July Firework Festival.

Tierney questioned what would happen to the funds if the event were to be cancelled due to inclement weather. It was stated that because the space is more open, there would be less of a risk prompting cancellation and that there is an alternate date.

Motion by Kilian, seconded by McElhaney, to approve the funding for the event. Motion carried 4-0.

Discussion and possible action on budget modification for roof replacement at the Wausau Downtown Airport.

Motion by McElhaney, seconded by Kilian, to approve the funding. Motion carried 4-0.

Discussion and possible action approving sole source purchasing and budget modification for cancer screenings for the Wausau Fire Department.

Motion by Tierney, seconded by McElhaney, to accept the sole source purchasing. Motion carried 4-0.

Discussion and possible action approving VOCA: Victims of Crime Act 2024-2027 Competitive Grant.

Motion by Kilian, seconded by Tierney, to accept the grant funding. Motion carried 4-0.

Discussion and possible action approving a budget modification for the purchase of a compaction roller and Paver Base Kit.

Martens questioned if this was replacing a piece of equipment or if this was new equipment. It was stated that this was new equipment. Martens further stated that this would help the city accomplish a goal of repaving more roads.

Motion by McElhane, seconded by Tierney, to approve the budget modification. Motion carried 4-0.

Discussion and possible action approving the proposed capital projects approved by the WDNR Environmental Loan Fund for 2024.

Kilian questioned as to why Eau Claire Boulevard and Stettin Drive were not ordered principal forgiveness. It was stated that Eau Claire Boulevard was currently under construction and Stettin Drive was not quite ready for bid and could reapply for the next year.

Motion by Kilian, seconded by McElhane, to move forward on the projects except for Cherry and Crocker Street and Stettin Drive to Stewart Avenue. Motion carried 4-0.

Discussion and possible action regarding ARPA funding requests and related budget modification for Wausau Water Works Solar Array.

Martens requested that this project be scored for ARPA funding allocation for the next committee meeting.

Tierney questioned if there would be additional cost to implement the installation and the cost differences between the different options of array configuration. It was stated that this could help reduce the operational cost to mitigate future rate case increases. Tierney questioned the return on investment. It was stated that there would be an estimated 10-12 year return on investment and that the ARPA funding would help shorten that return in addition to federal funding towards solar energy.

Adjourn

Motion by McElhane, second by Tierney, to adjourn the meeting. Motion carried.

Meeting adjourned at 6:09 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=JaDVur9tSwk>



**CITY OF WAUSAU
SOLAR ARRAY
TASK FORCE**

May 1st, 2024

TASK FORCE HISTORY

- Started meeting in the spring of 2023
- Members

Chad Henke – Chair

Paul Svetlik – Vice Chair

John Robinson

Susan Woods

Jay Coldwell

Goal is to make a recommendation for the Water Utility and City Council

TASK FORCE TIMELINE

- Part 1

- Collect Solar Background Information

- Effectiveness of Solar

- System Lifecycles

- Utility Costs and Needs

- New Utility costs

- Solar Project Funding available

TASK FORCE TIMELINE CONT.

- Part 2

Develop options

Size, Location, Configuration

Gather public input on options.

- Part 3

Evaluate options

Long/Short Term Effectiveness, Implementability, Cost

Community acceptance presentation in May 2024. That is why we are here today.

TODAY

- Discussion on options reviewed by committee for array size and location
- Discussion on committee's recommended final size and location of the array
- Paul will lead Question and Answer
- Cost and option details can be found in Solar Array Task Force Packet on April 18th 2024. We also have printed copies available today.

SCENARIO 1 (WELL HOUSE)



- 1.0 MegaWatt installation, Estimated 1.9 million kWh production first year
- Installation cost of \$4.2 M
- Using 3% - 7 % annual electricity cost increase, estimated payback of 19.9 – 15.3 years
- Optimizing the water plant to run with solar electricity lowers payback to 15.5 – 12.4 years
- Uses the maximum space East of the water plant

SCENARIO 1 (WELL HOUSE) - ALTERNATE



- 720 KiloWatt installation, Estimated 1.19 million kWh production first year
- Installation cost of \$2.57M
- Using 3% - 7% annual electricity cost increase, estimated payback of 19.3 – 15.0 years
- Optimizing the water plant to run with solar electricity lowers payback to 12.9 – 10.9 years
- Was found to be the best size for initial investment payback time

SCENARIO 2



- 1.0 MegaWatt installation, Estimated 1.9 million kWh production first year
- Installation cost of \$4.2 M
- Using 3% annual electricity cost increase, estimated payback of 19.9
- Panels sit in both the city of Wausau and the village of Maine

SCENARIO 3

- 1.0 MegaWatt installation, Estimated 1.9 million kWh production first year
- Installation cost of \$8.5 M
- Using 3% annual electricity cost increase, estimated payback of 25+ years
- Array sits far from water plant, increasing wire size and length. Increasing site prep costs.



COMMITTEE'S RECOMMENDATION

- Factor 1 – City strategic plan and mission statement

Innovated public services:

4. Invest in solutions to ensure environmental sustainability for generations to come.

Strong regional alliances:

4. Support and lead in green and eco-friendly efforts and initiatives for a cleaner, healthier, and sustainable environment

Mission Statement... In response to our citizens, we will provide services in the most effective manner in order to promote and enhance our living environment. Plan and encourage positive growth. Promote a positive community image by encouraging citizen involvement and civic pride.

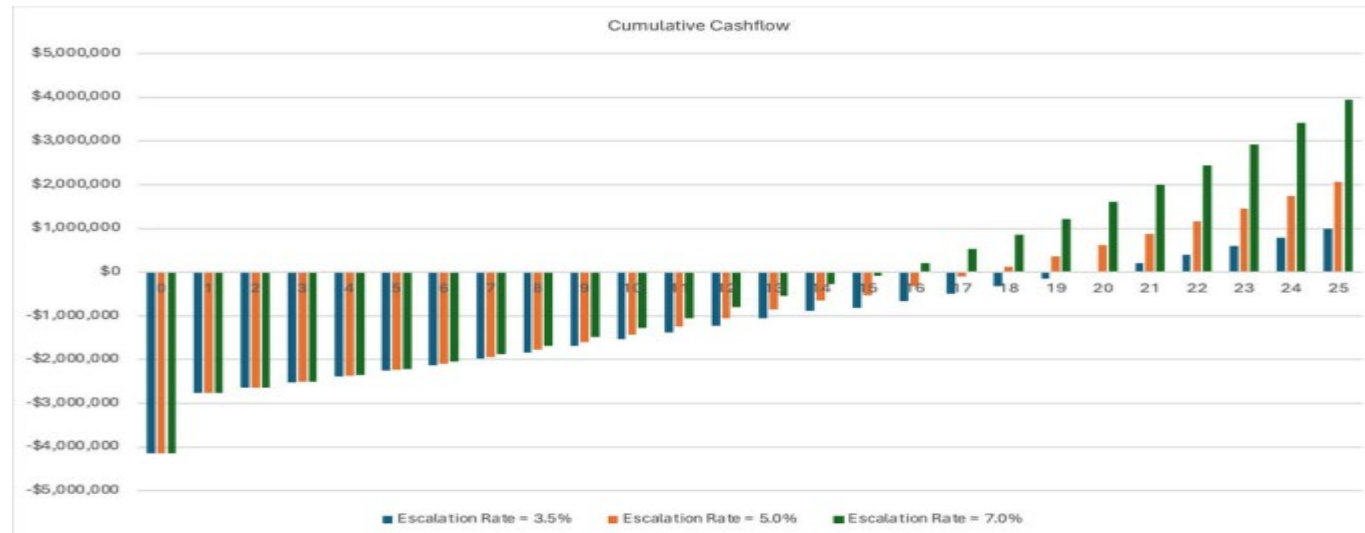
COMMITTEE'S RECOMMENDATION

- Factor 2 – Financial and Resiliency

Committee set a goal of 10 years to payback the initial investment

Pay for this installation without affecting the water utility rate or levy rates

Make the water plant less dependent on the electric utility



COMMITTEE'S RECOMMENDATION

- Factor 3 – Community Acceptance

No trees in forest area north of Bugbee Avenue will be removed

Berm will be built along Tierney Road to limit street view

Prairie will be established around panels

Construction will be based at the water plant and limit interference with Tierney Road

After construction, if an access road is required to Tierney Road it will connect near the northern well house

No increase to water utility bill or levy rates

COMMITTEE'S RECOMMENDATION

- Factor 1
Uses the property for a green and eco-friendly purpose
- Factor 2
Uses the property to build resiliency into the water plant. Also gives us the best return on our investment
- Factor 3
Meets the surrounding community's concerns

Scenario 1 (Well House) -alternate



Design with future panel and battery installation in mind

COMMITTEE'S RECOMMENDATION

This is just the beginning.

We passed a motion to recommend this option with thoughts for the future.

- Make sure we plan for additional electric generation to be installed.
- Make sure we plan for energy storage installations if/when options become more cost effective.
- Always keep in mind the existing environment and surrounding community.



CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- *Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- *Broad band infrastructure must respond to lack of reliable service or affordable service
- *Cybersecurity investment and modernization is eligible to new or existing infrastructure.



Project Title	Wausau Water Works Solar Array - DWTF		
Department	DPWU	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	4 - High Priority		

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

Project Type (Check all that apply)

	Sewage Infrastructure		Broadband Infrastructure
	Stormwater Infrastructure		Cybersecurity Investment
X	Water Infrastructure		

PROJECT DESCRIPTION

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

This project will construct a ground mounted solar array at the Drinking Water Treatment Facility (DWTF) which offset up to an estimated 62% of energy usage and 67% of the annual utility bill. See the attached analysis for Scenario 1 Alt. The utility commission began this discussion starting back in 2020 as a possible way to mitigate future rate increases. Since those discussions began there as some neighborhood concerns about the solar array and how it would blend into the residential area. In 2023 a solar array task force was developed to further discuss and prepare information about a solar array and to engage the community. Over the past year the task force worked with a consultant to narrow down possible options for an array, determine the effectiveness of solar power generation, engaged the neighborhood and their concerns and ultimately provide a recommendation back to the Commission on a possible option for an array, location and size of the array. The recommendation would be a 3-acre +/- ground mounted array that would generate about 875 kW-DC power (about 720kW AC power). Conservative estimate for payback of the system would be 13-years. This scenario for payback includes a 30% tax credit back toward the capital cost and a focus on energy rebate. There are additional possible funding/grant options but none are guaranteed so they were not included but will be pursued to decrease the payback time.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY

	Addresses critical health or safety hazard.		This project was identified and deferred on prior years capital/operating budget
X	Required to achieve or maintain an adequate level of service		Expands existing service into an undeveloped area.
X	Provides new service, facility, system or equipment.	X	Repairs, replaces or prevents a breakdown of an existing infrastructure

PROJECT OR PURCHASE JUSTIFICATION

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

The primary goal adopted by the council for use of ARPA was to impact as many residents in the city as possible. This project will have an impact on all residents within the city in a positive way. The impact will be the long term savings to the utility operations which will mitigate future rate increases. This project also follows the city's adopted Strategic Plan and the City's adopted resolution for Supporting Reduction of Greenhouse Gas Emissions and Energy Security. The utility is challenged to find innovative ways to reduce operational costs moving forward. Solar energy is a proven technology to reduce energy costs long term. This project is a long term plan to help stabilize utility rates.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

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

Electrical costs continue to rise each year and finding efficient ways to reduce those costs is a benefit to all rate payers at the utility. It is conservatively estimated there will be a steady annual energy increase of 3.5%, the Department of Energy estimates higher at 5%. The sooner this project moves forward the sooner the energy cost offset will begin to benefit rate payers. There is currently tax credits available to municipalities through the Inflation Reduction Act and which significantly offset the capital cost of the project, these credits are only expected to be around for the next 3-years, to take advantage of these the project would need to move forward soon to begin design, bidding, and then construction. Materials have a long lead time so we are reasonably looking at a 2025-2026 construction timeline. If ARPA were to be approved we would be able to bid the project late 2024 and begin construction later 2025.

RETURN ON INVESTMENT

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

Having back up power supply at this location is essential for ensuring redundancy for both the water and wastewater systems. Reliability and redundancy is essential for utilities to operate and provide safe drinking water and adequate wastewater during emergency events.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL

DPWU

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Engineering Study & Data Collection			100,000			100,000
Equipment Purchase & Installation			2,576,257			2,576,257
Other(Describe)						-
Total Costs	\$ -	\$ -	\$ 2,676,257	\$ -	\$ -	\$ 2,676,257

FUNDING SOURCES						
ARPA Funding			800,000			800,000
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income			772,877			772,877
Other (Describe) Focus on Energy			25,000			25,000
Total Sources	\$ -	\$ -	\$ 1,597,877	\$ -	\$ -	\$ 1,597,877
Shortfall	\$ -	\$ -	\$ 1,078,380	\$ -	\$ -	\$ 1,078,380

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

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

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

Operational expenses will be done by in-house staffing. Electricians are trained on power generation and equipment and the monitoring and troubleshooting of the system will be done with water staff personnel. The are expected to be minimal over the life of the system.

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

04/12/2024

Wausau Water Treatment Facility

700 Bugbee Ave

Wausau, WI 54401



QstN

Andy Pohren

Sam Mueller

Madison, WI 53705

Discussion Topics

Updates from 3/26/24:

- Include site prep costs in project cost
- Model and analyze Load Shift
- Update Export Rate to include Avoided Capacity Cost Rate
- Model multiple Utility Cost Escalation Rates
- Update WI Focus on Energy Rebate
- WPS Transformer → non-issue (2500 kVa)



Scenario Summary

Scenario 1: Well House



Priorities: maximize capacity & energy offset, minimize installed cost

Scenario 2: North Well House



Priorities: maximize capacity & energy offset, minimize installed cost, reduce visibility

Scenario 3: North Fields



Priorities: maximize capacity & energy offset, make effort to eliminate visibility

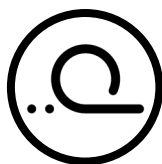
Scenario 1 : (Well House) Alternate



Priorities: maximize financial payback

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Scenario Summary

Financials	Scenario 1	Scenario 2	Scenario 3	Scenario 1 alt
Short description	Well house	N Well house	North Fields	Well house alt
Installed DC capacity	1.5 MW	1.5 MW	1.5 MW	0.875 MW
Installed AC capacity	1.0 MW	1.0 MW	1.0 MW	0.720 MW
Est. full project cost	\$4,142,574	\$4,192,574	\$8,528,148	\$2,576,257
Est. full project cost	\$2.76/W	\$2.80/W	\$5.69/W	\$2.94/W
Est. avg. annual energy cost savings	\$191,774	\$192,868	\$188,442	\$121,046
Est. avg. O&M annual cost	\$26,076	\$26,076	\$26,076	\$15,211
Est. levelized cost of energy (LCOE)	\$0.064/kWh	\$0.064/kWh	\$0.133/kWh	\$0.063/kWh
Est. lifetime savings	\$999,747	\$992,105	(\$2,153,446)	\$711,220
Est. payback (after 30% ITC, WFOE rebate)	19.9 yrs	19.9 yrs	25+ yrs	19.3 yrs
Est. 1 st year energy production	1,917,591 kWh	1,929,842 kWh	1,895,252 kWh	1,193,627 kWh
Est. 1 st year energy offset	100%	100%	98%	62%
Est. 1 st year utility bill offset (savings)	72%	72%	70%	45%

Available incentives to consider	Included in financial analysis*
30% Investment Tax Credit (ITC)	yes
10% ITC Bonus – Domestic Content	no
10% ITC Bonus – LI Community	no
WI Focus on Energy Rebate	yes
WI PSC Energy Innovation Grant	no

*Including the ITC bonuses (10% Domestic Content, 10% LI Community) and WI PSC EI Grant reduces the project payback by ~5 years

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Escalation Rate and Load Shift Summary

Financials – Scenario 1 (1.5 MW_DC)	Standard Operation			Load Shift to Off-Peak		
Utility Escalation Rate	3.5%	5%	7%	3.5%	5%	7%
Load shift (Yes = Shift to Off-peak)	No	No	No	Yes	Yes	Yes
Est. avg. annual energy cost savings	\$191,774	\$234,411	\$309,746	\$246,876	\$301,763	\$398,744
Est. lifetime savings	\$999,747	\$2,065,668	\$3,949,053	\$2,377,293	\$3,749,482	\$6,174,014
Est. payback (after 30% ITC, WFOE rebate)	19.9 yrs	17.4 yrs	15.3 yrs	15.5 yrs	13.7 yrs	12.4 yrs
Est. 1 st year energy offset	100%	100%	100%	100%	100%	100%
Est. 1 st year utility bill offset (savings)	72%	72%	72%	92%	92%	92%

Financials – Scenario 1 alt (875 kW_DC)	Standard Operation			Load Shift to Off-Peak		
Utility Escalation Rate	3.5%	5%	7%	3.5%	5%	7%
Load shift (Yes = Shift to Off-peak)	No	No	No	Yes	Yes	Yes
Est. avg. annual energy cost savings	\$121,046	\$147,958	\$195,509	\$180,661	\$220,827	\$291,796
Est. lifetime savings	\$711,220	\$1,384,020	\$2,572,796	\$2,201,586	\$3,205,737	\$4,979,981
Est. payback (after 30% ITC, WFOE rebate)	19.3 yrs	17.0 yrs	15.0 yrs	12.9 yrs	11.9 yrs	10.9 yrs
Est. 1 st year energy offset	62%	62%	62%	62%	62%	62%
Est. 1 st year utility bill offset (savings)	45%	45%	45%	67%	67%	67%

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Scenario 1 (Well House)



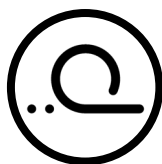
Financials	
Est. installed cost	\$4,142,574
Est. installed cost	\$2.76/W
Est. avg. annual energy cost savings	\$191,774
Est. avg. O&M annual cost	\$26,076
Est. levelized cost of energy (LCOE)	\$0.064/kWh
Est. lifetime savings	\$999,747
Est. payback (after 30% ITC, WFOE rebate)	19.9 yrs.
Est. 1 st year utility bill offset (savings)	72%

Performance	
Installed DC potential capacity	1,500 kW_DC
Installed AC potential capacity	1,000 kW_AC
Annual energy consumption	1,927,017 kWh
Est. 1 st year solar energy production	1,917,591 kWh
Est. 1 st year energy consumption offset	100%

Available incentives to consider	
30% Investment Tax Credit (ITC)	\$1,242,772
10% ITC Bonus – Domestic Content	\$414,257
10% ITC Bonus – LI Community	\$414,257
WI Focus on Energy Rebate	\$25,000
WI PSC Energy Innovation Grant	\$250,000

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Scenario 2 (North Well House)



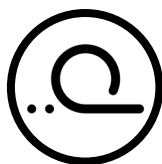
Financials	
Est. installed cost	\$4,192,574
Est. installed cost	\$2.80/W
Est. avg. annual energy cost savings	\$192,868
Est. avg. O&M annual cost	\$26,076
Est. levelized cost of energy (LCOE)	\$0.064/kWh
Est. lifetime savings	\$992,105
Est. payback (after 30% ITC, WFOE rebate)	19.9 yrs.
Est. 1 st year utility bill offset (savings)	72%

Performance	
Installed DC potential capacity	1,500 kW_DC
Installed AC potential capacity	1,000 kW_AC
Annual energy consumption	1,927,017 kWh
Est. 1 st year solar energy production	1,929,842 kWh
Est. 1 st year energy consumption offset	100%

Available incentives to consider	
30% Investment Tax Credit (ITC)	\$1,257,772
10% ITC Bonus – Domestic Content	\$419,257
10% ITC Bonus – LI Community	\$419,257
WI Focus on Energy Rebate	\$25,000
WI PSC Energy Innovation Grant	\$250,000

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Scenario 3 (North Fields)



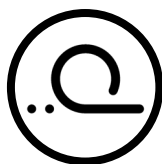
Financials	
Est. installed cost	\$8,528,148
Est. installed cost	\$5.69/W
Est. avg. annual energy cost savings	\$188,442
Est. avg. O&M annual cost	\$26,076
Est. levelized cost of energy (LCOE)	\$0.13/kWh
Est. lifetime savings	(\$2,153,446)
Est. payback (after 30% ITC, WFOE rebate)	25+ years
Est. 1 st year utility bill offset (savings)	70%

Performance	
Installed DC potential capacity	1,500 kW_DC
Installed AC potential capacity	1,000 kW_AC
Annual energy consumption	1,927,017 kWh
Est. 1 st year solar energy production	1,895,252 kWh
Est. 1 st year energy consumption offset	98%

Available incentives to consider	
30% Investment Tax Credit (ITC)	\$2,558,444
10% ITC Bonus – Domestic Content	\$852,815
10% ITC Bonus – LI Community	\$852,815
WI Focus on Energy Rebate	\$25,000
WI PSC Energy Innovation Grant	\$250,000

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Scenario 1 (Well House) - Alternate



Financials	
Est. installed cost	\$2,576,257
Est. installed cost	\$2.94/W
Est. avg. annual energy cost savings	\$121,046
Est. avg. O&M annual cost	\$15,211
Est. levelized cost of energy (LCOE)	\$0.063/kWh
Est. lifetime savings	\$711,220
Est. payback (after 30% ITC, WFOE rebate)	19.3 yrs.
Est. 1 st year utility bill offset (savings)	45%

Performance	
Installed DC potential capacity	875 kW_DC
Installed AC potential capacity	720 kW_AC
Annual energy consumption	1,927,017 kWh
Est. 1 st year solar energy production	1,193,627 kWh
Est. 1 st year energy consumption offset	62%

Available incentives to consider	
30% Investment Tax Credit (ITC)	\$772,877
10% ITC Bonus – Domestic Content	\$257,626
10% ITC Bonus – LI Community	\$257,626
WI Focus on Energy Rebate	\$25,000
WI PSC Energy Innovation Grant	\$250,000

Wausau Water Treatment Facility
700 Bugbee Ave
Wausau, WI 54401

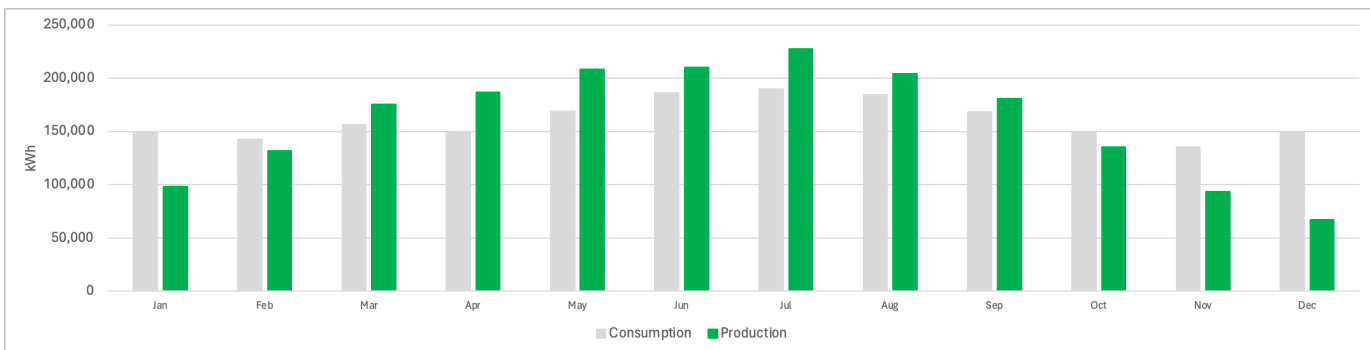


Equipment Assumptions – All Scenarios	
System type	Grid-tied
Racking installation	Ground-mount, fixed-tilt
Modules type	Monocrystalline
Module size	500 W; VSUN500 -132BMH (82.4" x 44.6" x 1.38")
Number of modules (panels)	3,000 (Scenarios 1, 2, and 3); 1,750 (Scenario 1 Alternate)
Inverters	String inverter; SolarEdge
Power optimizers	For Scenario 3 only

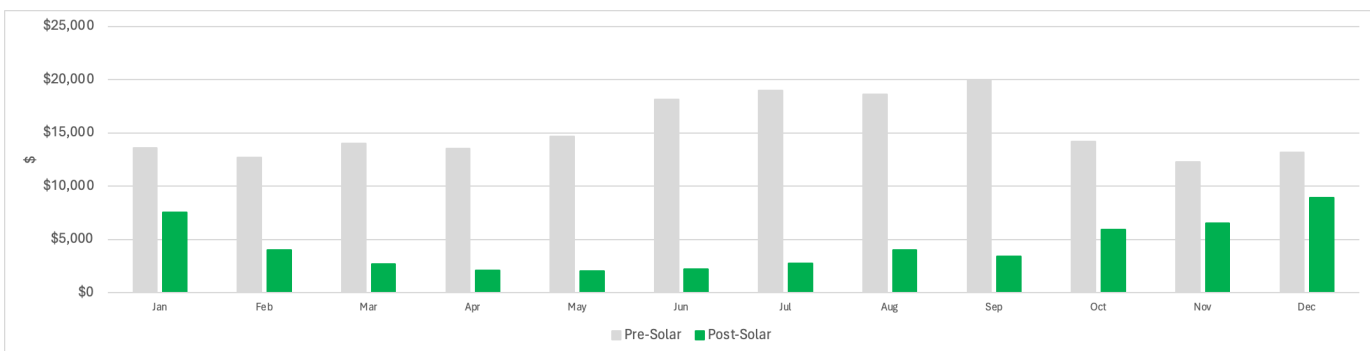
Wausau Water Treatment Facility
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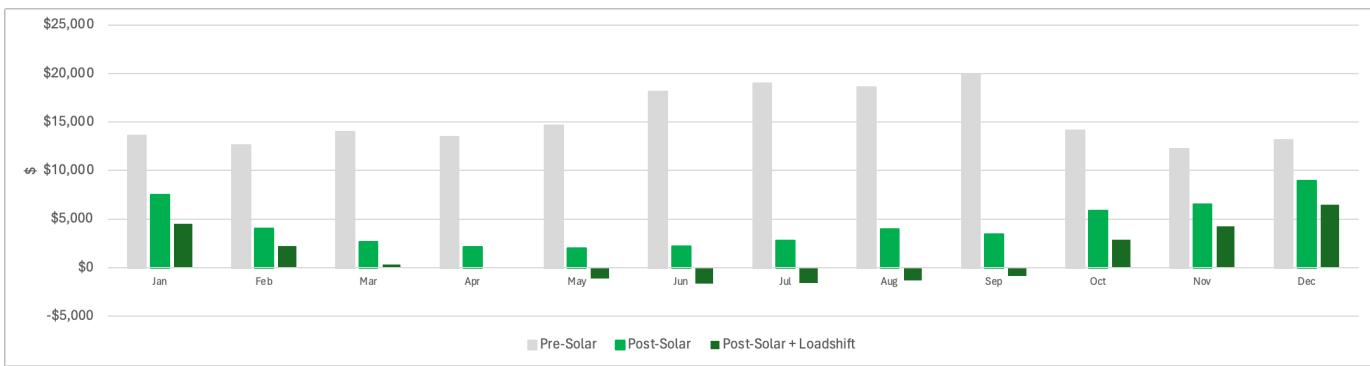
Monthly System Energy Performance – Existing Baseline Consumption vs PV Production (Scenario 1)



Monthly Utility Billing – Pre-Solar vs Post-Solar (Scenario 1)



Monthly Utility Billing – Pre-Solar vs Post-Solar + Shifted Load to Off-Peak (Scenario 1)

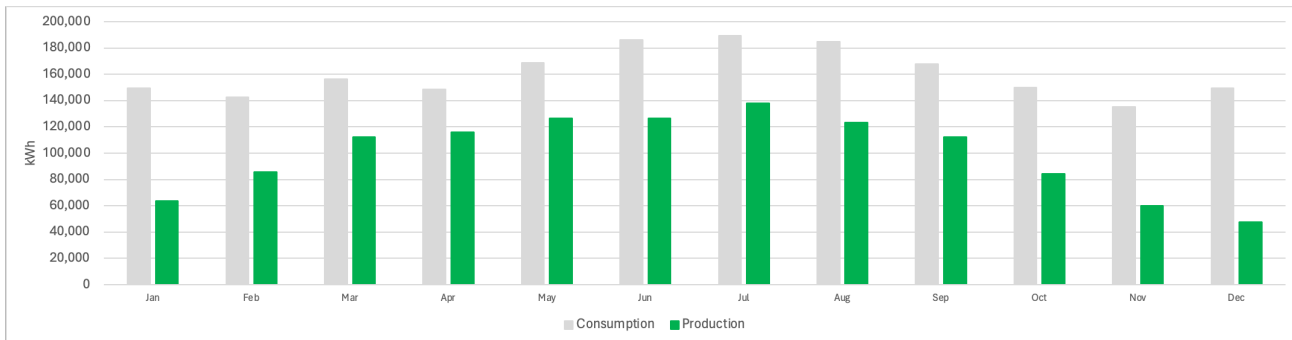


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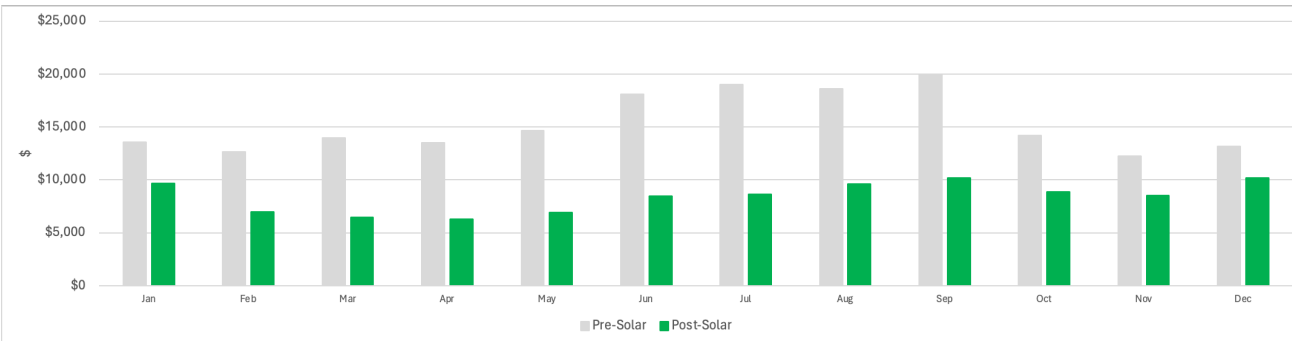
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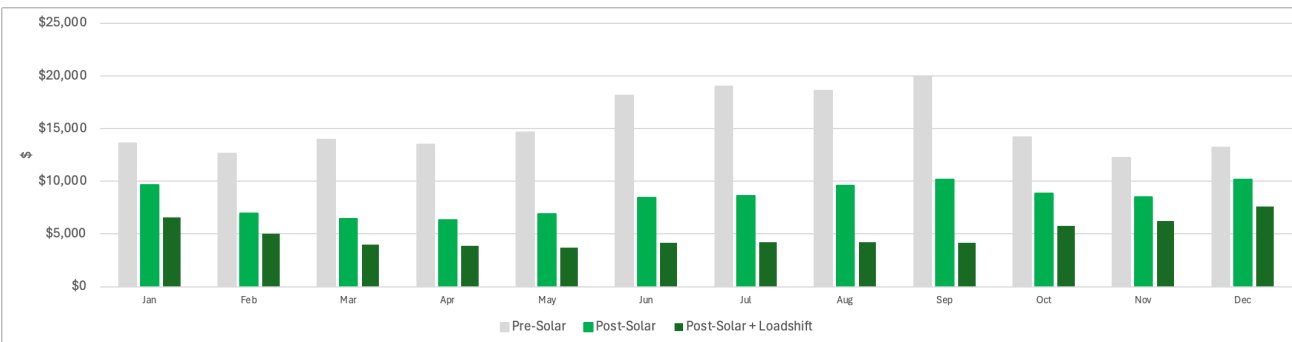
Monthly System Energy Performance – Existing Baseline Consumption vs PV Production (Scenario 1 alt)



Monthly Utility Billing – Pre-Solar vs Post-Solar (Scenario 1 alt)



Monthly Utility Billing – Pre-Solar vs Post-Solar + Shifted Load to Off-Peak (Scenario 1 alt)



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Heat Maps of Energy Consumption

Heat map of energy consumption, kWh (month vs hour of day)

Sum of kWh Hour	Month												Grand Total
	1	2	3	4	5	6	7	8	9	10	11	12	
0	5,085	7,155	7,788	7,557	7,556	8,711	8,885	8,204	6,928	7,646	6,281	5,454	87,251
1	4,776	7,180	7,600	7,353	7,384	8,244	8,527	7,784	6,474	6,596	5,727	4,776	82,420
2	4,622	7,216	7,599	7,512	6,987	8,048	8,256	7,644	5,844	5,600	5,028	4,622	78,978
3	4,834	6,953	7,309	7,174	6,476	7,832	7,863	7,357	5,232	4,865	4,763	4,834	75,493
4	4,927	6,351	6,549	5,892	5,689	7,248	7,639	6,950	4,892	4,318	4,526	4,927	69,907
5	4,747	5,660	5,655	5,357	5,520	7,151	7,260	6,829	4,794	4,273	4,272	4,747	66,265
6	4,711	5,587	5,368	6,081	6,144	7,297	7,333	6,861	5,041	4,420	4,227	4,711	67,782
7	4,682	5,107	5,290	5,728	6,473	7,432	7,348	7,181	5,210	4,483	4,283	4,682	67,900
8	4,665	4,784	5,037	5,365	6,526	7,667	7,533	7,233	5,349	4,396	4,340	4,665	67,559
9	4,811	4,448	5,078	4,844	6,457	7,724	7,379	7,180	5,615	4,249	4,352	4,811	66,947
10	4,955	4,271	5,122	4,729	6,441	7,703	7,493	7,446	6,424	4,322	4,490	4,955	68,351
11	5,274	4,282	5,131	4,523	6,337	7,446	7,279	7,173	7,208	4,562	4,756	5,274	69,245
12	5,660	4,434	4,945	4,316	6,427	6,970	7,186	7,399	7,906	4,763	5,024	5,660	70,691
13	6,378	4,361	4,887	4,638	6,478	6,971	7,253	7,603	8,239	5,387	5,359	6,378	73,932
14	7,056	4,635	5,520	4,993	7,027	7,198	7,160	7,970	8,373	6,300	5,563	7,056	78,851
15	7,547	5,615	6,457	5,196	7,432	7,002	7,092	7,812	8,401	7,140	5,786	7,547	83,027
16	8,075	6,038	7,138	5,870	7,688	7,514	7,235	7,877	8,231	7,763	6,324	8,075	87,828
17	8,088	6,275	7,324	6,721	7,846	7,712	7,527	7,827	8,426	8,162	6,732	8,088	90,728
18	8,382	6,663	7,611	7,267	7,995	7,989	8,125	8,244	8,465	8,388	7,173	8,382	94,684
19	8,513	6,945	7,750	7,443	7,881	8,205	8,702	8,303	8,604	8,509	7,426	8,513	96,795
20	8,646	6,991	7,707	7,437	7,941	8,275	8,801	8,366	8,348	8,504	7,449	8,646	97,111
21	8,310	7,062	7,773	7,391	7,961	8,537	9,043	8,383	8,173	8,357	7,485	8,310	96,785
22	7,803	7,128	7,772	7,534	8,019	8,688	9,203	8,564	8,243	8,424	7,291	7,803	96,474
23	6,557	7,199	7,777	7,565	7,919	8,569	9,271	8,284	7,441	8,326	6,550	6,557	92,012
Grand Total	149,103	142,340	156,187	148,485	168,604	186,133	189,394	184,475	167,861	149,754	135,209	149,472	1,927,017

Heat map of energy production, kWh (month vs hour of day) – Scenario 1

Sum of Production [kWh] Hour	Month												Grand Total
	1	2	3	4	5	6	7	8	9	10	11	12	
0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	11	193	6	0	0	0	0	0	211
6	0	0	0	315	1,295	1,573	1,231	520	0	0	0	0	4,934
7	0	0	730	3,780	6,041	6,294	5,735	4,218	2,546	741	0	0	30,084
8	0	2,051	6,365	9,785	12,882	11,805	12,780	10,555	8,287	6,547	1,509	4	82,570
9	3,409	8,062	14,920	15,534	19,232	18,705	19,394	16,795	14,303	11,515	6,817	2,914	151,600
10	8,928	13,745	19,159	19,467	21,335	22,288	23,597	21,792	20,724	16,124	13,018	6,770	206,946
11	14,403	16,386	21,116	21,020	23,076	23,091	24,816	23,438	21,509	17,808	16,532	10,135	233,330
12	18,246	18,453	22,813	23,246	24,840	22,757	26,372	23,521	23,474	18,530	16,276	13,984	252,513
13	17,447	19,802	23,064	22,288	23,708	22,545	25,770	23,861	23,436	18,639	16,393	14,884	251,836
14	16,896	18,742	22,793	22,363	21,838	21,773	24,453	22,447	24,150	17,069	12,695	9,294	234,513
15	11,340	16,796	19,692	20,616	20,919	20,597	23,459	22,269	20,637	14,826	6,976	6,620	204,748
16	6,060	12,573	14,269	15,207	16,248	18,316	19,295	18,059	13,449	9,713	3,087	2,260	148,536
17	1,136	4,982	8,413	9,507	10,770	12,557	12,405	11,559	6,890	3,544	80	0	81,842
18	0	130	1,934	3,264	4,933	6,034	6,725	4,382	1,572	0	0	0	28,973
19	0	0	0	178	1,086	1,409	1,454	629	0	0	0	0	4,756
20	0	0	0	0	0	134	65	0	0	0	0	0	199
21	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	97,866	131,721	175,267	186,569	208,215	210,068	227,558	204,044	180,976	135,055	93,385	66,866	1,917,591

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Heat Maps of Energy Purchase and Export

Heat map of energy purchase, kWh (month vs hour of day) – Scenario 1

Sum of Purchase [kWh] Hour	Month												Grand Total
	1	2	3	4	5	6	7	8	9	10	11	12	
0	5,085	7,155	7,788	7,557	7,556	8,711	8,885	8,204	6,928	7,646	6,281	5,454	87,251
1	4,776	7,180	7,600	7,353	7,384	8,244	8,527	7,784	6,474	6,596	5,727	4,776	82,420
2	4,622	7,216	7,599	7,512	6,987	8,048	8,256	7,644	5,844	5,600	5,028	4,622	78,978
3	4,834	6,953	7,309	7,174	6,476	7,832	7,863	7,357	5,232	4,865	4,763	4,834	75,493
4	4,927	6,351	6,549	5,892	5,689	7,248	7,639	6,950	4,892	4,318	4,526	4,927	69,907
5	4,747	5,660	5,655	5,357	5,509	6,957	7,254	6,829	4,794	4,273	4,272	4,747	66,054
6	4,711	5,587	5,368	5,767	4,849	5,724	6,102	6,341	5,041	4,420	4,227	4,711	62,848
7	4,682	5,107	4,560	2,346	1,500	1,605	1,747	2,964	2,664	3,742	4,283	4,682	39,883
8	4,665	2,778	1,471	392	713	745	452	876	1,225	1,078	2,869	4,661	21,926
9	2,264	815	406	72	374	181	97	278	352	543	710	2,042	8,135
10	1,115	235	289	102	193	13	76	318	74	510	433	1,075	4,433
11	378	-	137	-	54	-	27	44	287	398	232	903	2,460
12	175	89	-	-	-	259	129	-	235	467	399	511	2,264
13	405	7	-	-	101	288	324	30	236	309	247	839	2,786
14	822	13	1	-	249	302	222	336	3	285	1,185	1,427	4,846
15	1,670	428	343	34	233	857	474	291	248	709	2,147	2,170	9,604
16	3,143	860	866	362	529	280	402	158	641	2,168	3,454	5,815	18,678
17	6,952	2,773	1,398	791	1,100	706	946	758	2,372	4,618	6,652	8,088	37,154
18	8,382	6,533	5,677	4,024	3,115	2,462	1,922	3,886	6,893	8,388	7,173	8,382	66,835
19	8,513	6,945	7,750	7,265	6,795	6,797	7,249	7,674	8,604	8,509	7,426	8,513	92,039
20	8,646	6,991	7,707	7,437	7,941	8,141	8,736	8,366	8,348	8,504	7,449	8,646	96,913
21	8,310	7,062	7,773	7,391	7,961	8,537	9,043	8,383	8,173	8,357	7,485	8,310	96,785
22	7,803	7,128	7,772	7,534	8,019	8,688	9,203	8,564	8,243	8,424	7,291	7,803	96,474
23	6,557	7,199	7,777	7,565	7,919	8,569	9,271	8,284	7,441	8,326	6,550	6,557	92,012
Grand Total	108,184	101,067	101,797	91,926	91,245	101,195	104,846	102,319	95,244	103,055	100,810	114,492	1,216,179

Heat map of energy export, kWh (month vs hour of day) – Scenario 1

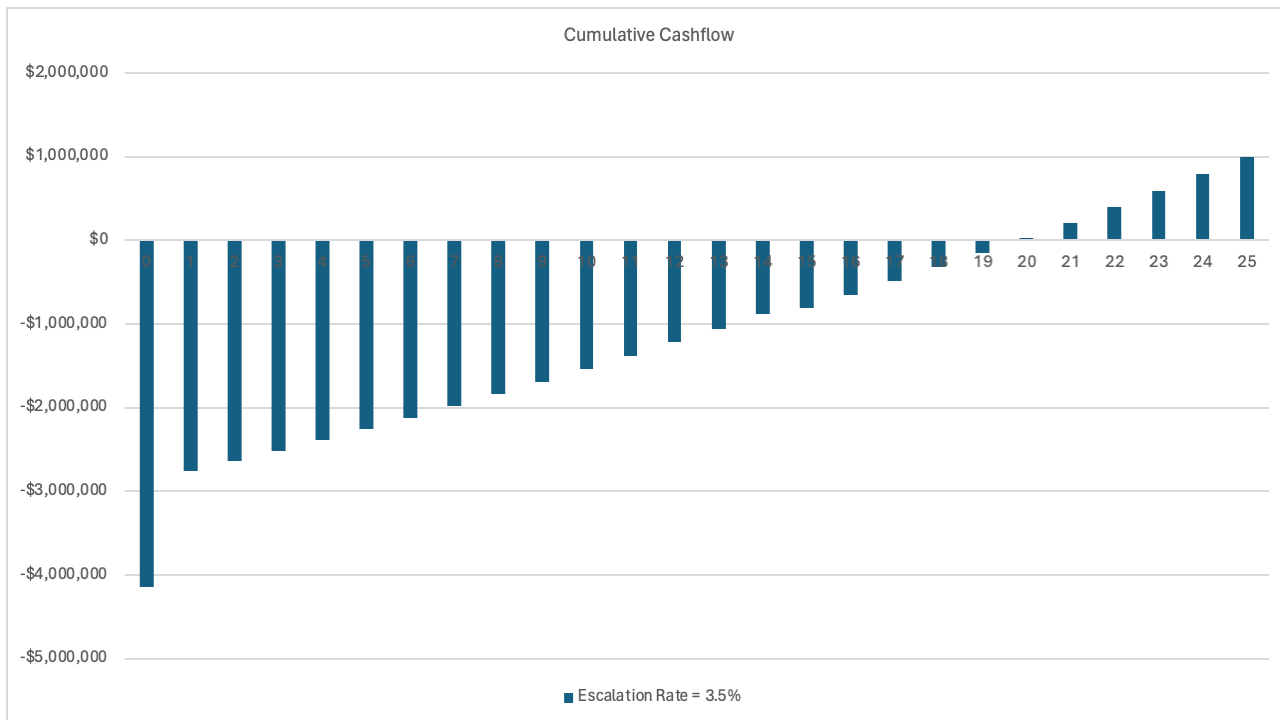
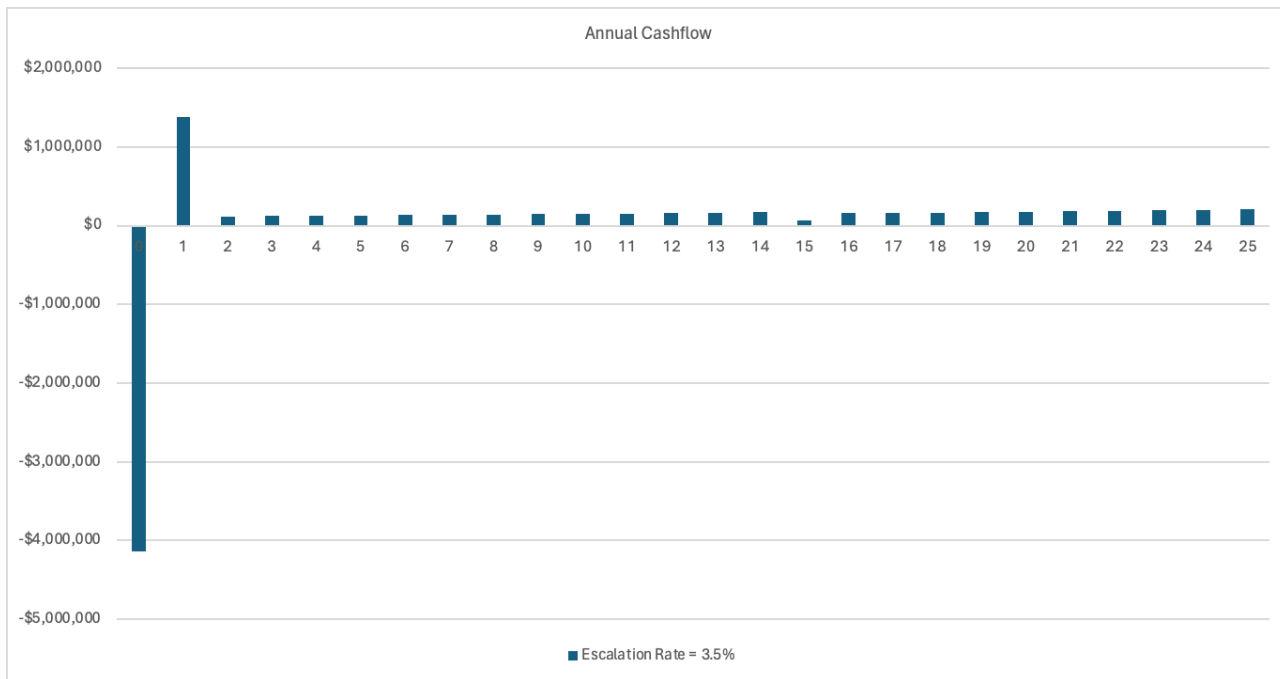
Sum of Export [kWh] Hour	Month												Grand Total
	1	2	3	4	5	6	7	8	9	10	11	12	
0	-	-	-	-	-	-	-	-	-	-	-	-	-
1	-	-	-	-	-	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-	-	-	-	-	-	-
6	-	-	-	-	-	-	-	-	-	-	-	-	-
7	-	-	-	398	1,068	467	135	-	-	-	-	-	2,067
8	-	45	2,800	4,812	7,069	4,884	5,699	4,199	4,162	3,229	38	-	36,937
9	862	4,429	10,248	10,762	13,150	11,162	12,112	9,892	9,040	7,810	3,176	145	92,788
10	5,088	9,709	14,326	14,840	15,087	14,598	16,179	14,664	14,374	12,312	8,961	2,890	143,027
11	9,507	12,104	16,121	16,497	16,794	15,645	17,564	16,309	14,589	13,644	12,008	5,764	166,546
12	12,760	14,108	17,868	18,930	18,413	16,047	19,315	16,122	15,803	14,234	11,652	8,835	184,086
13	11,474	15,448	18,177	17,649	17,331	15,861	18,841	16,288	15,433	13,561	11,281	9,345	180,690
14	10,663	14,120	17,275	17,370	15,060	14,876	17,514	14,813	15,781	11,054	8,317	3,665	160,508
15	5,464	11,609	13,578	15,454	13,720	14,452	16,841	14,748	12,484	8,394	3,337	1,243	131,325
16	1,128	7,395	7,998	9,699	9,088	11,082	12,462	10,339	5,859	4,117	217	-	79,386
17	-	1,480	2,487	3,578	4,024	5,550	5,823	4,490	836	-	-	-	28,268
18	-	-	-	21	52	506	523	24	-	-	-	-	1,125
19	-	-	-	-	-	-	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-	-	-	-	-	-	-
21	-	-	-	-	-	-	-	-	-	-	-	-	-
22	-	-	-	-	-	-	-	-	-	-	-	-	-
23	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total	56,947	90,448	120,877	130,009	130,856	125,131	143,010	121,888	108,360	88,356	58,986	31,886	1,206,753

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Return on Investment / Payback Analysis (Scenario 1)

Scenario 1: \$4.143M cost, \$1.243M ITC (30%), \$25k WI FOE Rebate (Escalation Rate = 3.5%, No Load Shift)



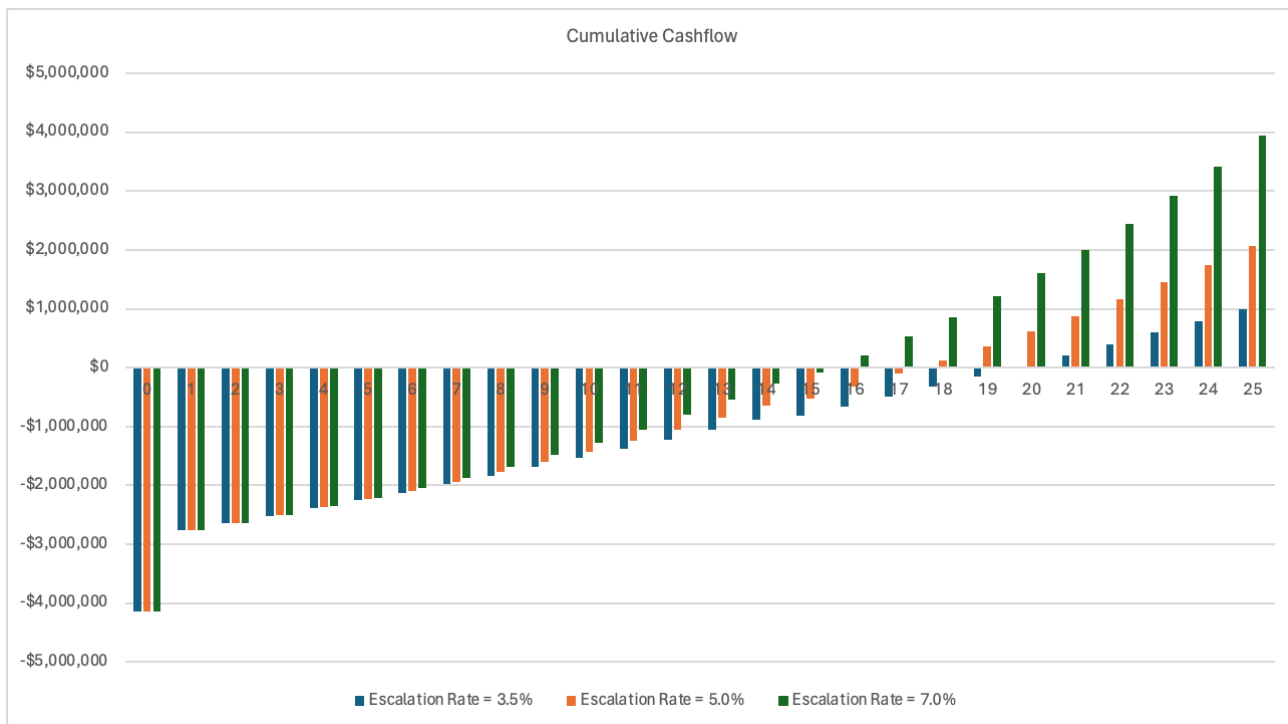
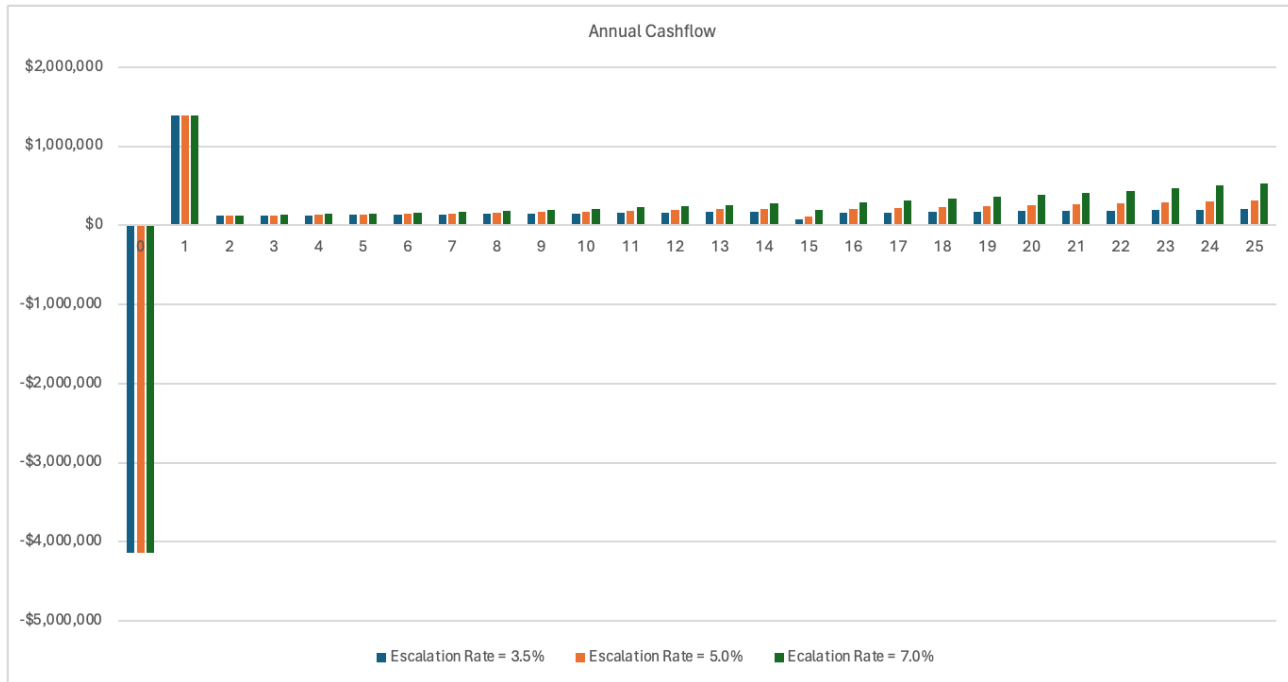
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Return on Investment / Payback Analysis (Scenario 1)

Scenario 1: \$4.143M cost, \$1.243M ITC (30%), \$25k WI FOE Rebate (multiple Escalation Rates)

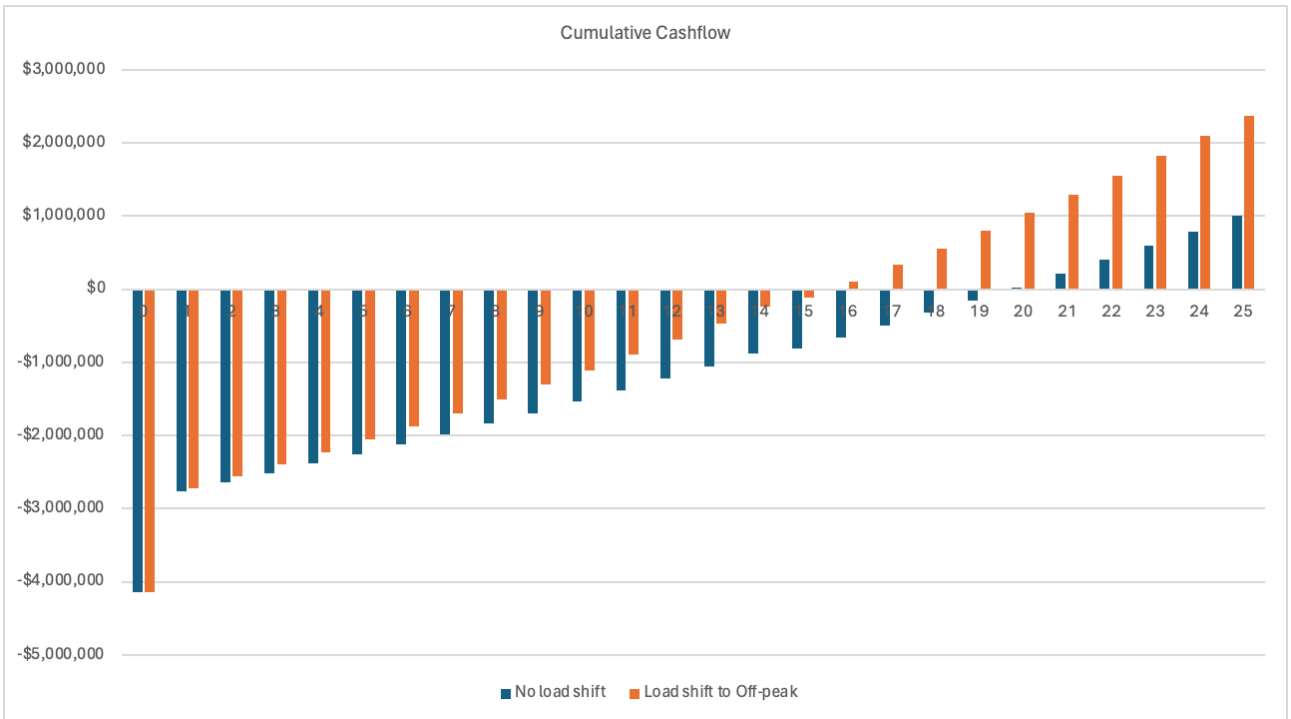
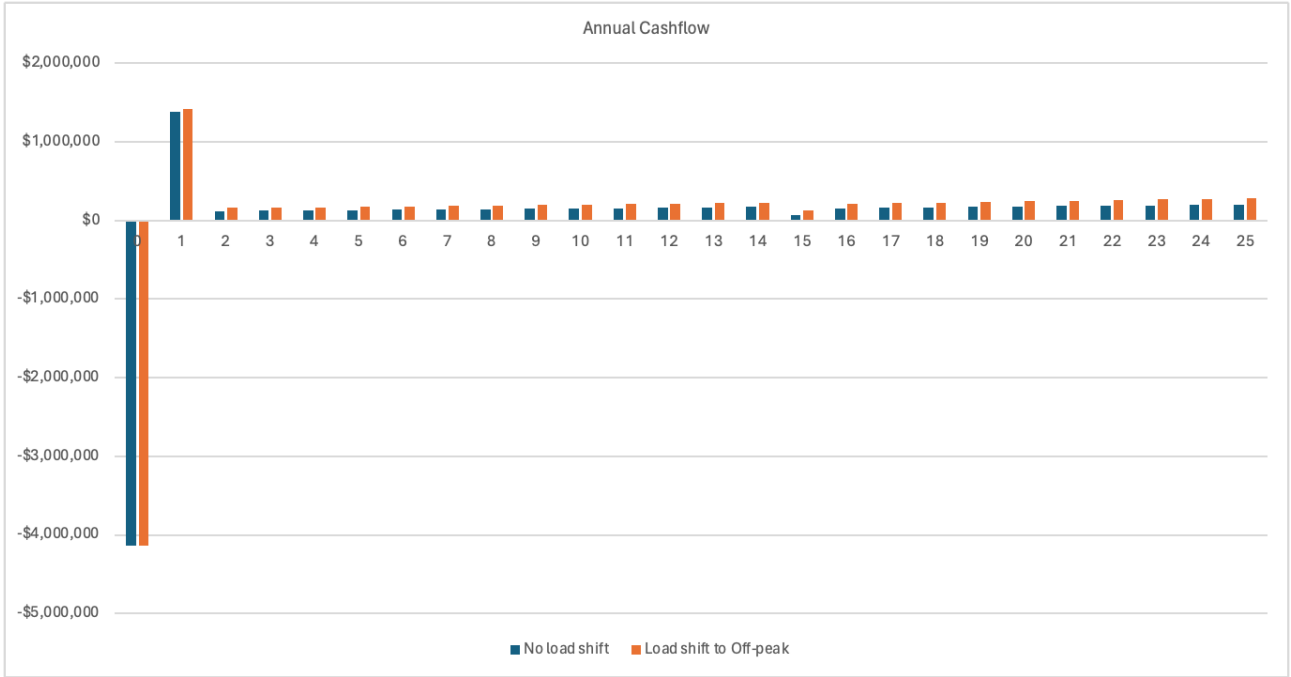


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Return on Investment / Payback Analysis (Scenario 1)

Scenario 1: \$4.143M cost, \$1.243M ITC (30%), \$25k WI FOE Rebate (Load Shift Detail)



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Wausau Water Treatment Facility
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Key Assumptions and Notes

- Solar PV system life assumed to be 25 years (minimum).
- Solar PV system performance degradation modeled at 0.5% per year.
- Utility Electricity Rate escalation assumption of 3.5% per year (following 20-year historic trend in Wisconsin).
- Utility bill savings from offsets based on energy and demand rates as per Wisconsin Public Services (WPS) rate CG-20.

Season	Time	Rate (\$/kWh)	Customer Demand (\$/kW)	Demand Charge (\$/kW)
Winter (Oct-May)	On-peak (Mon-Fri 8AM-1PM & 5PM-9PM)	\$0.0728	\$2.399	\$11.992
Winter (Oct-May)	Off-peak	\$0.4282	\$2.399	\$0.000
Summer (June-Sep)	On-peak (Mon-Fri 8AM-6PM)	\$0.0728	\$2.399	\$18.449
Summer (June-Sep)	Off-peak	\$0.4282	\$2.399	\$0.000

- Utility bill savings from exports modeled using the weighted average of \$0.0613/kWh buy back rate (Avoided Energy Cost Rate), based on WPS Parallel Generation Purchase tariff (WPS PG-2B), and an hourly performance/consumption simulation model.

Season	Time	Rate (\$/kWh)
Winter (Oct-May)	On-peak (Mon-Fri 7AM-10PM)	\$0.07013
Winter (Oct-May)	Off-peak	\$0.02904
Summer (June-Sep)	On-peak (Mon-Fri 7AM-11PM)	\$0.08132
Summer (June-Sep)	Off-peak	\$0.03041

- Per communication with WPS on 3/14/24, while on PG-2B tariff, bill credits are applied to that month's bill; any credit that exceeds \$100 is paid in the form of a check.
- Plant operation and energy usage modeled to remain consistent with 2023 usage. Increased energy usage in future years was not modeled.
- Scenario 1 & 2 are modeled as pile-driven ground mounts with a fixed rack at a 25-degree tilt with 15-ft row spacing, achieving an overall smaller array footprint.
- Scenario 3 is modeled as a pile-drive ground mount with a fixed rack at a 27-degree tilt with 16.5-ft row spacing, achieving a higher production but also takes up a slightly larger footprint.
- Scenario 1 Alternate is modeled as a pile-drive ground mount with a fixed rack at a 30-degree tilt with 20-ft row spacing, achieving a higher production but also a larger footprint.
- There is a potential for additional engineering fees and distribution study fees from WPS that are unknown until interconnection application is filled with WPS. The Distribution study may result in the need for system side improvements to support the PV system, which also could lead to additional costs to the City. In this scenario, an alternative option could be to reduce the PV system size to meet utility transformer limitations once the study is complete.
- Average O&M costs include potential inverter replacement at year 15 in the lifetime of the PV system.
- The property for Scenario 1, and the southern part of Scenario 2, is located in the City of Wausau jurisdiction. It is currently Zoned Residential (SR-2), and per zoning laws the property would need to be rezoned to Heavy industrial (HI); reference https://library.municode.com/wi/wausau/codes/code_of_ordinances?nodeId=TIT23ZO_ARTIIIILAUSSRE_23.03.05 - Table of land uses. Per the Solar arrays exempt from Screening requirements. 23.06.21 - Exterior storage and screening standards. Part 6(a) https://library.municode.com/wi/wausau/codes/code_of_ordinances?nodeId=TIT23ZO_ARTVIPEST_23.06.21EXSTSCST
- The property for Scenario 3, and the north part of Scenario 2, is located in the Village of Maine jurisdiction. This is also zoned residential, and an application and petition would be needed to rezone with the city (\$150 application fee). Application and reference available at <https://cdn.townweb.com/villageofmaine.org/wp-content/uploads/2023/03/amendzoningordinance7-2020.pdf>

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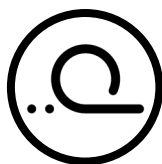


Key Assumptions and Notes

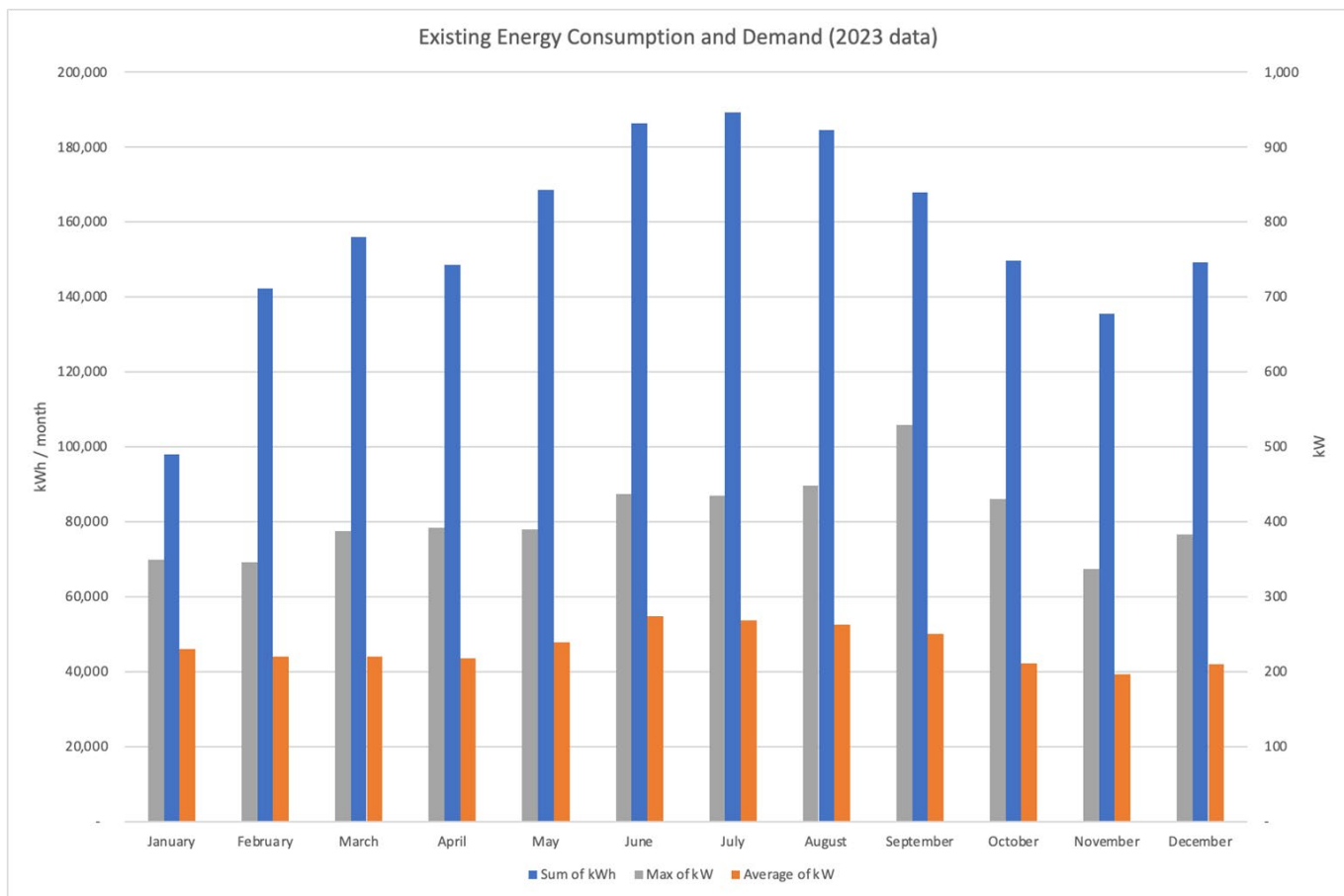
15. Notes on the Federal Investment Tax Credit (ITC).
 - a. Per guidance from the US DOE and the Federal Office for Energy Efficiency and Renewable Energy, as a tax-exempt organization, the City of Wausau is eligible to receive a refund (i.e. direct pay) from the IRS for tax credits on projects placed in service after 2022. Organizations that wish to receive direct pay, also known as elective pay, must pre-register with the IRS before the tax return is due and receive a registration number.
 - b. The Base Credit for a PV system is 30% of eligible project costs.
 - c. Note Eligible solar equipment purchase through debt financing qualifies for the ITC. However, the amount of the base ITC may be reduced by up to 15% if tax exempt bonds are used to finance the PV system.
 - d. A Domestic Content Bonus of 10% is also available. To qualify for the domestic content bonus, all structural steel or iron products used must be produced in the United States and a “required percentage” of the total costs of manufactured products (including components) of the facility need to be mined, produced, or manufactured in the United States. The required percentage of manufactured products starts at 40% for all projects beginning construction before 2025, increases to 45% for projects beginning construction in 2025, 50% for projects beginning construction in 2026, and 55% for projects beginning construction after 2026.
 - e. The PV solar system at the Wausau Water Treatment Plant would also qualify for a Low-Income Community Bonus of 10% for being located in a low-income community as defined by the New Markets Tax Credit. This Bonus is awarded based on an application process, that is presently oversubscribed and not guaranteed.
 - f. It is highly recommended that the City consult with their accountant and professional tax advisor regarding the ITC prior to commencing a project.
 - g. Additional information about eligibility and application for Federal Solar Tax Credits for Businesses is available at <https://www.energy.gov/eere/solar/federal-solar-tax-credits-businesses>.
16. Additional information about eligibility and application for Wisconsin Focus on Energy Rebate is available at <https://focusonenergy.com/business/renewables#rebate-info>.
17. Additional information about eligibility and application for Wisconsin Public Service Commission Energy Innovation Grant is available at <https://psc.wi.gov/Pages/ServiceType/OEI/EnergyInnovationGrantProgram.aspx>. Per PSC on 3/11/24, it is not certain if the EI grant will again be offered in 2024.
18. Recommended solar system and equipment warranties include minimum of 2-year workmanship warranty, 25-year warranty on modules and power optimizers (Scenario 3), 12-year warranty on inverters (extended 20-year warranty can also be considered).
19. Pricing for all Scenarios includes costs/fees for common excavation and site preparation (such as leveling, grading, debris removal, erosion control, etc), building of land berm, and building of an access road.
20. Pricing does not include any interest, finance or borrowing charges or fees.
21. Pricing for all Scenarios does not include costs/fees for prairie seeding/restoration and ongoing prairie/land maintenance is not included in the O&M estimate.

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Wausau Water Treatment Facility
700 Bugbee Ave
Wausau, WI 54401



Baseline Energy Usage Charts



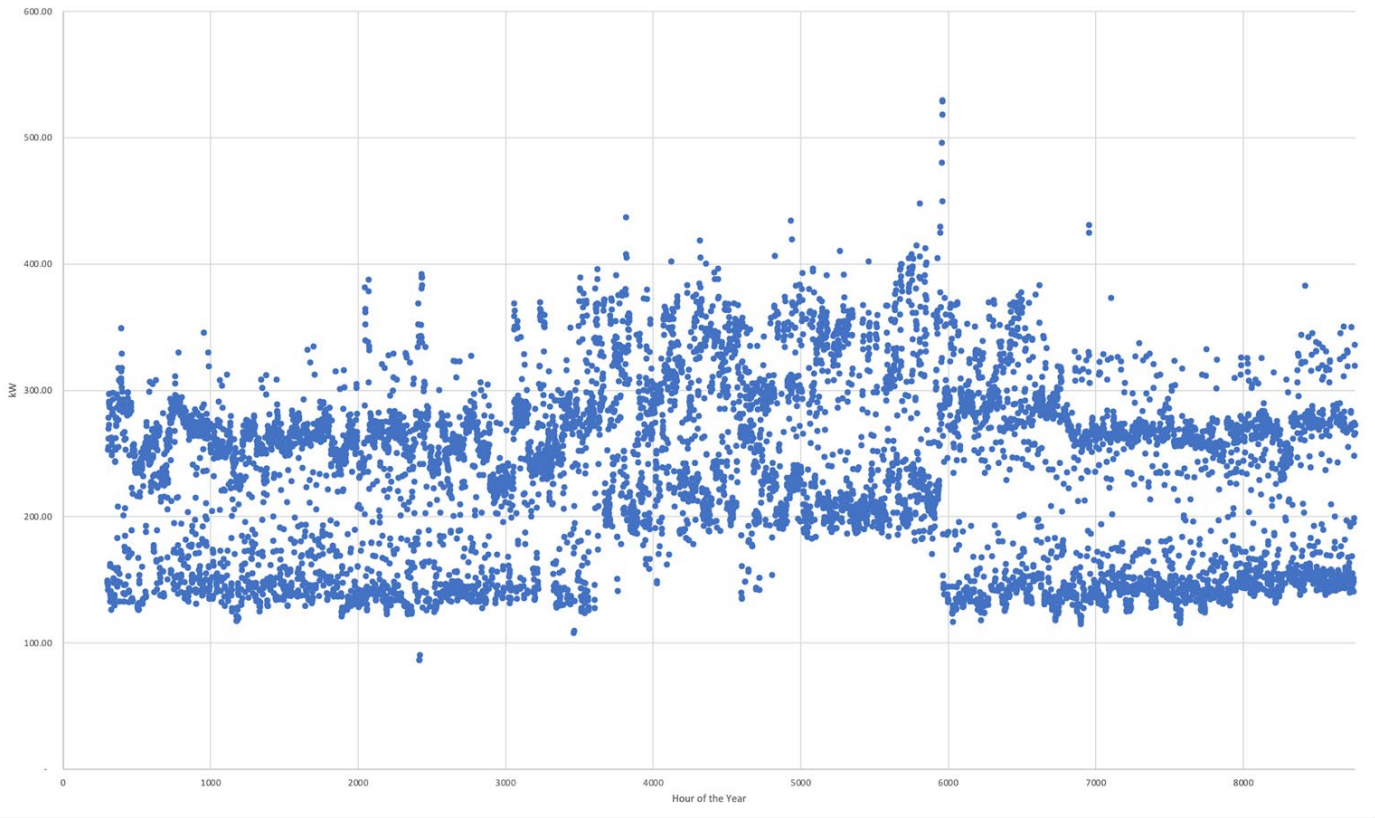
04/12/2024

Wausau Water Treatment Facility
700 Bugbee Ave
Wausau, WI 54401



Baseline Energy Usage Charts

Load Profile - Hourly kW (2023 data)



04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Baseline - Energy Usage (kWh) & Demand (kW) Charts

Heat map of existing energy consumption, kWh (month vs hour of day)

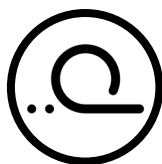
Sum of kWh Hour	Month												Grand Total
	1	2	3	4	5	6	7	8	9	10	11	12	
0	5,085	7,155	7,788	7,557	7,556	8,711	8,885	8,204	6,928	7,646	6,281	5,454	87,251
1	4,776	7,180	7,600	7,353	7,384	8,244	8,527	7,784	6,474	6,596	5,727	4,776	82,420
2	4,622	7,216	7,599	7,512	6,987	8,048	8,256	7,644	5,844	5,600	5,028	4,622	78,978
3	4,834	6,953	7,309	7,174	6,476	7,832	7,863	7,357	5,232	4,865	4,763	4,834	75,493
4	4,927	6,351	6,549	5,892	5,689	7,248	7,639	6,950	4,892	4,318	4,526	4,927	69,907
5	4,747	5,660	5,655	5,357	5,520	7,151	7,260	6,829	4,794	4,273	4,272	4,747	66,265
6	4,711	5,587	5,368	6,081	6,144	7,297	7,333	6,861	5,041	4,420	4,227	4,711	67,782
7	4,682	5,107	5,290	5,728	6,473	7,432	7,348	7,181	5,210	4,483	4,283	4,682	67,900
8	4,665	4,784	5,037	5,365	6,526	7,667	7,533	7,233	5,349	4,396	4,340	4,665	67,559
9	4,811	4,448	5,078	4,844	6,457	7,724	7,379	7,180	5,615	4,249	4,352	4,811	66,947
10	4,955	4,271	5,122	4,729	6,441	7,703	7,493	7,446	6,424	4,322	4,490	4,955	68,351
11	5,274	4,282	5,131	4,523	6,337	7,446	7,279	7,173	7,208	4,562	4,756	5,274	69,245
12	5,660	4,434	4,945	4,316	6,427	6,970	7,186	7,399	7,906	4,763	5,024	5,660	70,691
13	6,378	4,361	4,887	4,638	6,478	6,971	7,253	7,603	8,239	5,387	5,359	6,378	73,932
14	7,056	4,635	5,520	4,993	7,027	7,198	7,160	7,970	8,373	6,300	5,563	7,056	78,851
15	7,547	5,615	6,457	5,196	7,432	7,002	7,092	7,812	8,401	7,140	5,786	7,547	83,027
16	8,075	6,038	7,138	5,870	7,688	7,514	7,235	7,877	8,231	7,763	6,324	8,075	87,828
17	8,088	6,275	7,324	6,721	7,846	7,712	7,527	7,827	8,426	8,162	6,732	8,088	90,728
18	8,382	6,663	7,611	7,267	7,995	7,989	8,125	8,244	8,465	8,388	7,173	8,382	94,684
19	8,513	6,945	7,750	7,443	7,881	8,205	8,702	8,604	8,604	8,509	7,426	8,513	96,795
20	8,646	6,991	7,707	7,437	7,941	8,275	8,801	8,366	8,348	8,504	7,449	8,646	97,111
21	8,310	7,062	7,773	7,391	7,961	8,537	9,043	8,383	8,173	8,357	7,485	8,310	96,785
22	7,803	7,128	7,772	7,534	8,019	8,688	9,203	8,564	8,243	8,424	7,291	7,803	96,474
23	6,557	7,199	7,777	7,565	7,919	8,569	9,271	8,284	7,441	8,326	6,550	6,557	92,012
Grand Total	149,103	142,340	156,187	148,485	168,604	186,133	189,394	184,475	167,861	149,754	135,209	149,472	1,927,017

Heat map of existing demand, kW (month vs hour of day)

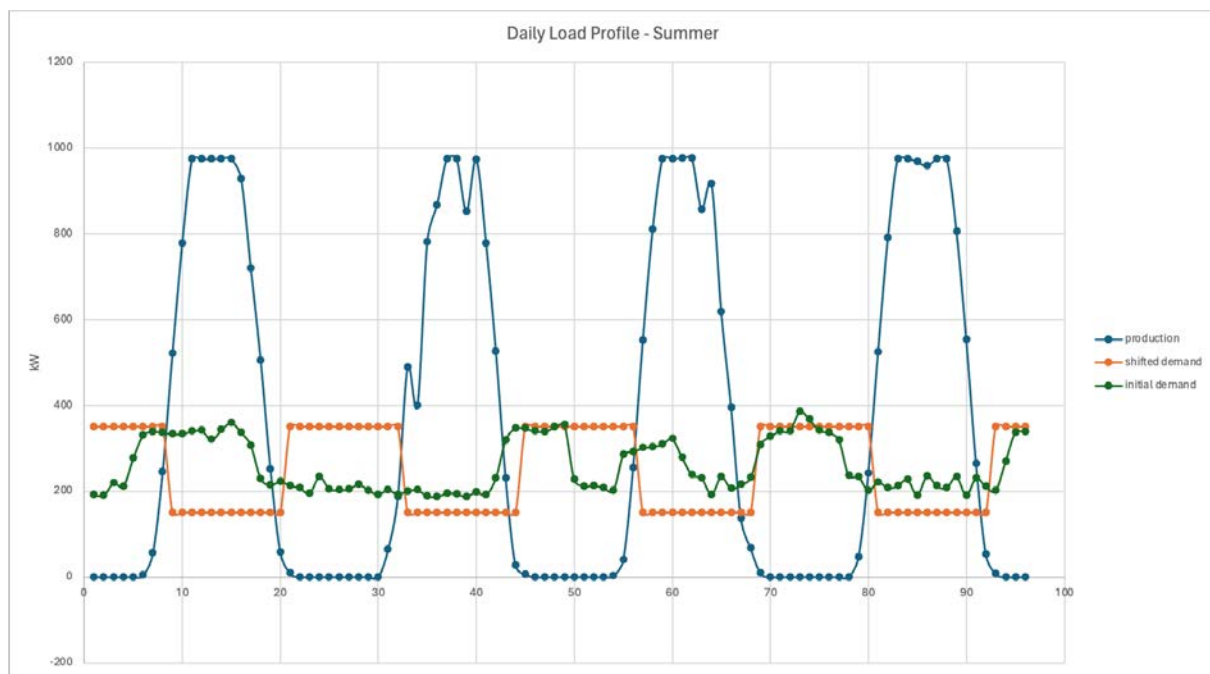
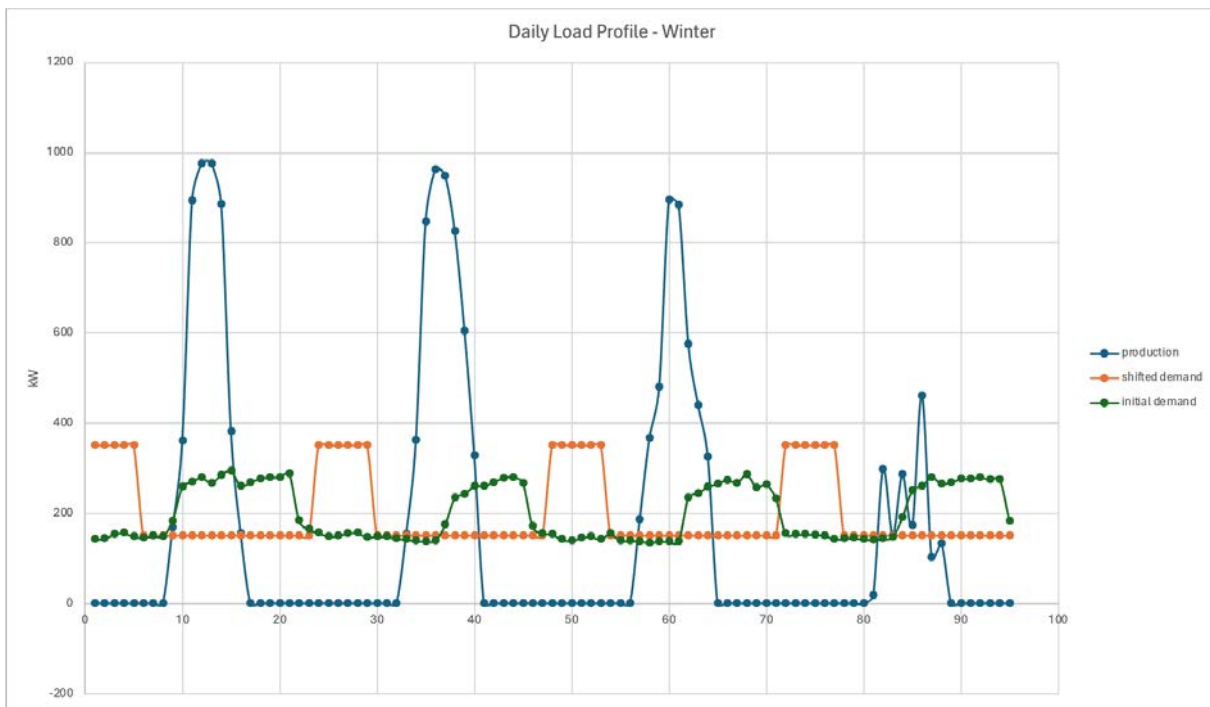
Max of kW Hour	Month												Grand Total
	1	2	3	4	5	6	7	8	9	10	11	12	
0	280	291	332	323	353	437	406	406	405	373	337	280	437
1	298	309	313	323	379	369	388	448	373	317	324	298	448
2	249	330	282	326	300	408	388	404	358	324	317	249	408
3	257	319	282	352	390	405	374	415	323	299	300	257	415
4	258	284	301	343	298	369	364	366	326	280	303	258	369
5	290	279	286	342	284	391	337	389	301	194	189	290	391
6	284	302	338	381	351	344	340	325	481	249	165	284	481
7	209	272	382	389	341	364	341	385	496	285	241	209	496
8	214	313	362	392	349	377	341	380	529	297	286	214	529
9	248	312	388	389	381	384	335	395	518	198	289	248	518
10	269	261	352	383	355	372	341	410	530	257	286	269	530
11	273	241	340	338	365	371	367	360	450	258	272	273	450
12	326	244	284	243	369	366	349	392	370	322	271	326	392
13	326	259	283	343	368	375	358	363	375	318	313	326	375
14	321	330	289	338	365	363	400	402	412	302	280	321	412
15	328	311	291	271	320	368	434	408	378	299	279	328	434
16	337	306	281	271	362	358	352	400	370	376	313	337	400
17	327	346	279	284	365	354	368	391	370	331	276	327	391
18	383	289	277	329	370	402	394	393	378	353	320	383	402
19	350	285	335	285	358	385	397	392	425	431	326	350	431
20	350	285	305	302	371	419	369	400	430	425	284	350	430
21	338	294	322	288	371	380	420	387	372	329	324	338	420
22	345	289	302	328	381	380	374	390	368	343	333	345	390
23	331	304	315	328	396	378	375	405	361	341	327	331	405
Grand Total	383	346	388	392	396	437	434	448	530	431	337	383	530

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Wausau Water Treatment Facility
700 Bugbee Ave
Wausau, WI 54401

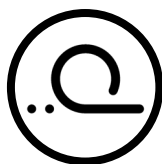


Sample Load Profiles – Shifted Load to Off-Peak

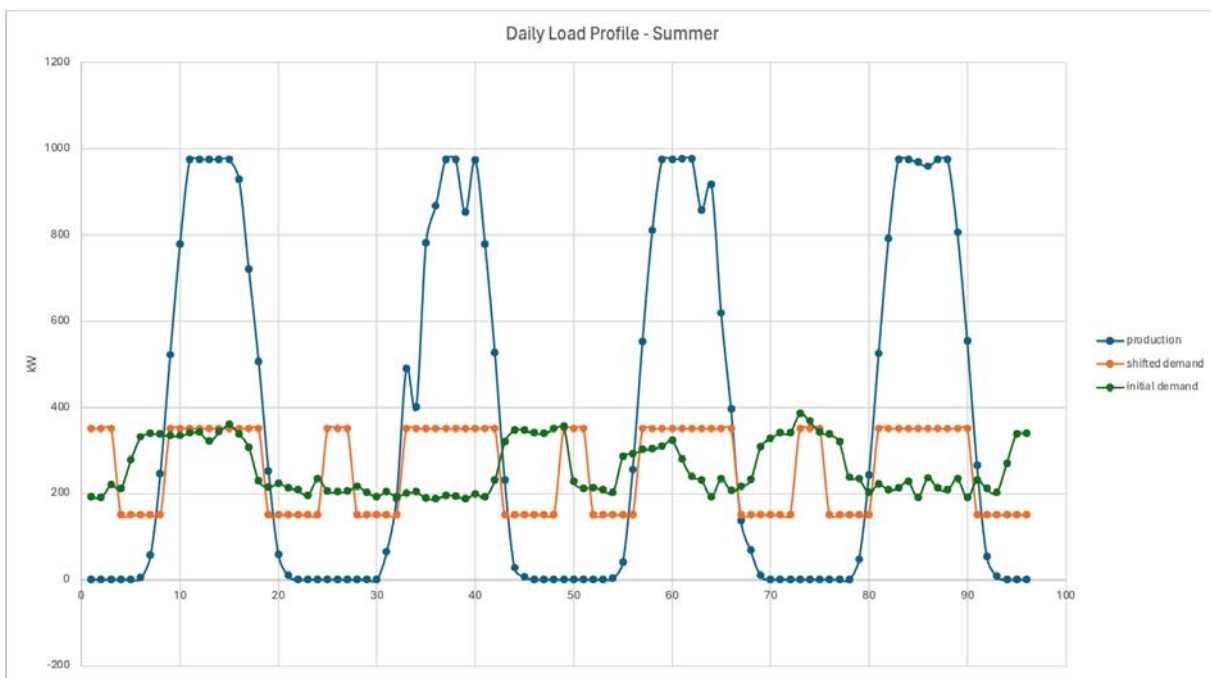
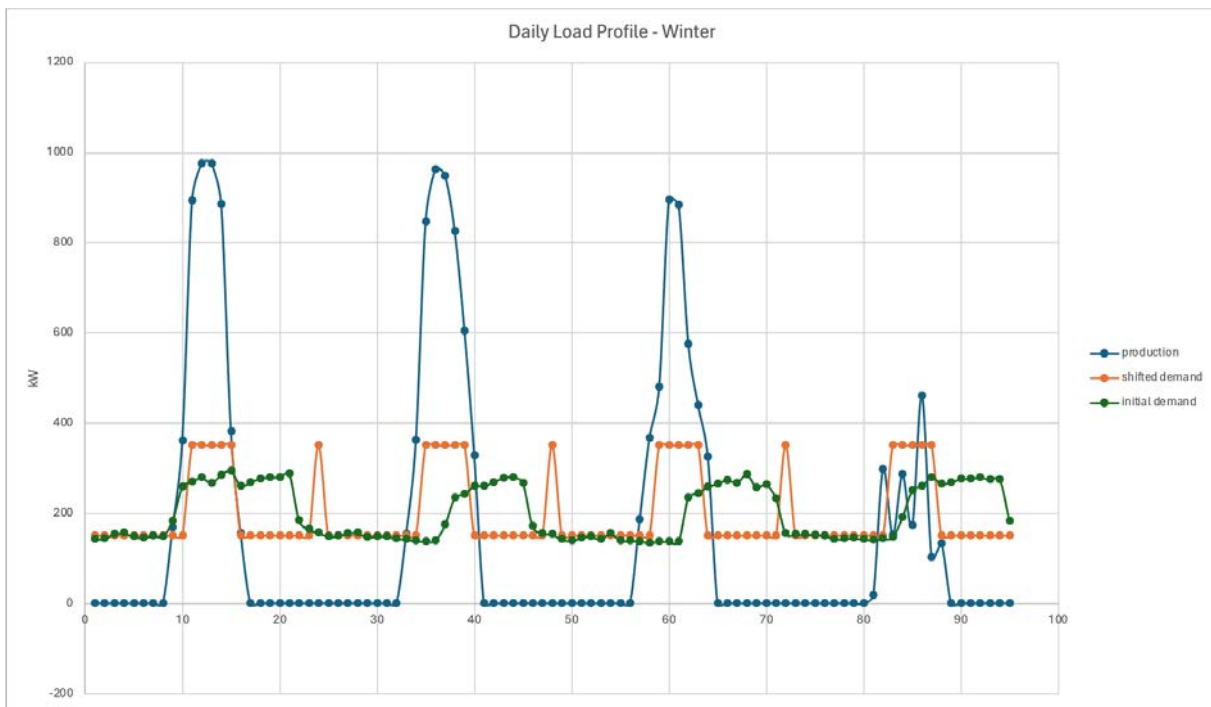


04/12/2024

Wausau Water Treatment Facility
700 Bugbee Ave
Wausau, WI 54401



Sample Load Profiles – Shifted Load to Solar Production



04/12/2024



Wausau Water Treatment Facility
700 Bugbee Ave
Wausau, WI 54401

Utility Bill Components

Business Solutions Center 877-444-0888
Electric Emergencies 800-450-7240
Gas Emergencies 800-450-7280

Bill Date	Account Number	Next Meter Read Date	Amount Due	Payment Due Date
10/13/2023	0401272549-00087	10/31/2023	\$40,508.19	11/27/2023

Customer Name WAUSAU WATER WORKS
Service Address 1801 BURECK AVE
WAUSAU WI 54401

Activity Since Last Bill

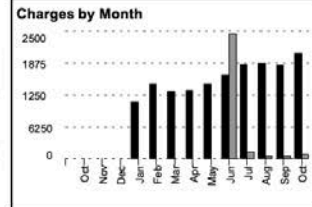
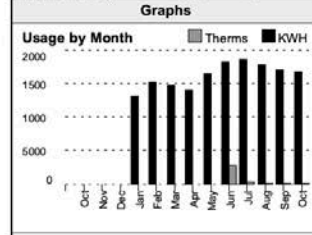
09/12/2023 Previous Balance	\$18,962.40
Balance	\$18,962.40
Total Current Charges	\$21,545.79
Total Current Balance	\$40,508.19

Electric Service
Elec Sm Coml & Ind TOU Secondary Cg-20
Meter 6003352

Actual Reading 10/01/2023	2402
Set Reading 09/01/2023	-2122
	280
Meter Constant	x 600
Total Electric Use	168000 KWH

Account Summary
Bill Period: 09/01/2023 to 10/02/2023

	Oct 2023	Sep 2023
Billing Days	32	30
Avg Temp	62°F	66°F
Heating Deg Days	109	22
Cooling Deg Days	76	131
KWH Used	167891	171605
Avg KWH / Day	5246.6	5720.2
Therms Used	1680.1	1268.6
Avg Therms / Day	52.5	42.3



Energy Charges/Credits

Customer Charge	30 Days at \$3.05750	\$91.73
Demand Charges/Credits		
Customer Demand	529 KW @ 09/06/2023 11:00 * \$2.399	\$1,269.07
On-Peak	529 KW @ 09/06/2023 11:00 * \$18.449	\$9,759.52
Off-Peak	09/06/2023 07:45; 480 KW at \$0	\$0.00
Energy Charges/Credits		
On-Peak	50,941 KWH at \$0.07767	\$3,956.59
Off-Peak	116,950 KWH at \$0.04569	\$5,343.45
Fuel Cost Adjustment - Prior Year	167,891 KWH at \$0.00138	\$231.69
Other Service Charges/Credits		
WI Low Income Assistance Fee		\$37.45
Subtotal:		\$20,689.50
Electric Service Total:		\$20,689.50

Gas Service
Gas Sm Coml & I
Meter 445470

Local Distribution
Customer Charge
Distribution
Gas Supply Serv
Base Gas
PGA
PGA

Utility Bill Components

Fixed =	\$91.73	0.4%	\$30.58
Demand =	\$11,028.59	53.3%	\$71.67
Energy =	\$9,531.73	46.1%	\$20.39
Other =	\$37.45	0.2%	\$40.47
Total =	\$20,689.50	100%	\$25.88
			\$56.29

ACCOUNT NUMBER

REC_PDF_Out 24406 {12}

Please return this stub with your payment.



ACCOUNT NUMBER: 0401272549-00087

Amount Due By	11/27/2023	\$40,508.19
A 1% late fee will be charged on any unpaid balance		
Please write your account number on your check		
Amount Enclosed		
<input style="width: 100px; height: 20px;" type="text"/>		

WAUSAU WATER WORKS
407 GRANT ST
WAUSAU WI 54403-4737

Wisconsin Public Service
PO Box 6040
Carol Stream IL 60197-6040

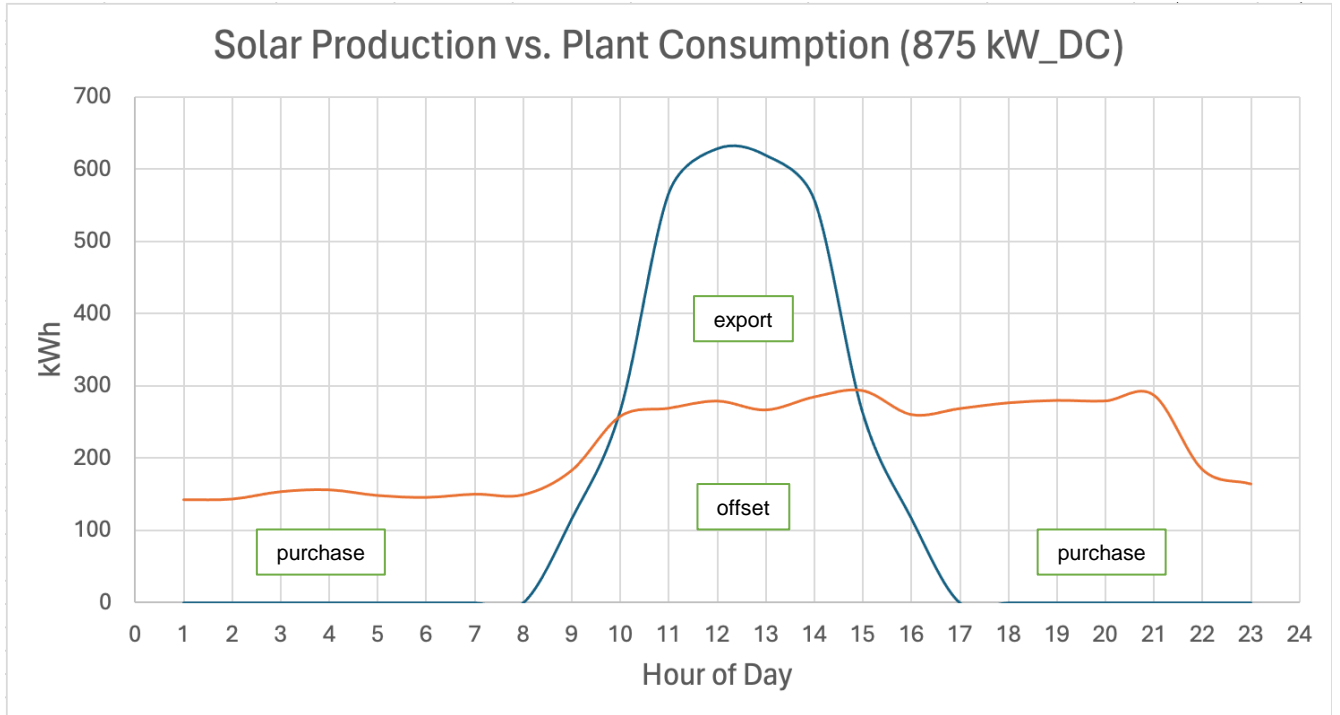
0110401272549000872 4004050819

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Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Purchase, Offset, and Export for Parallel Generation Example



Offset & Purchase Rates (CG20)

Season	Time	Rate (\$/kWh)	Customer Demand (\$/kW)	Demand Charge (\$/kW)
Winter (Oct-May)	On-peak (Mon-Fri 8AM-1PM & 5PM-9PM)	\$0.0728	\$2.399	\$11.992
Winter (Oct-May)	Off-peak	\$0.4282	\$2.399	\$0.000
Summer (June-Sep)	On-peak (Mon-Fri 8AM-6PM)	\$0.0728	\$2.399	\$18.449
Summer (June-Sep)	Off-peak	\$0.4282	\$2.399	\$0.000

Avoided Energy and Capacity Cost Rates (PG-2B)

Season	Time	Rate (\$/kWh)
Winter (Oct-May)	On-peak (Mon-Fri 7AM-10PM)	\$0.07013
Winter (Oct-May)	Off-peak	\$0.02904
Summer (June-Sep)	On-peak (Mon-Fri 7AM-11PM)	\$0.08132
Summer (June-Sep)	Off-peak	\$0.03041

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Utility Rate Structure

WISCONSIN PUBLIC SERVICE CORPORATION

P.S.C.W. Volume No. 7

33rd Rev. Sheet No. E6.10
 Replaces 32nd Rev. Sheet No. E6.10
 Amendment 789 Schedule Cg-20

Small Comm'l and Indus. Service-Time of Use	Electric
<p><u>AVAILABILITY</u></p> <p>This schedule is available to small commercial and industrial customers where one or both of the following have been exceeded for three consecutive months and also exceeded for at least one billing month in each succeeding rolling 12-billing month period:</p> <ol style="list-style-type: none"> 1. Total demand of 100kW; or 2. Total monthly energy consumption of 25,000 kWh. <p>If the customer's system demand falls below 100 kW or the customer's energy consumption falls below 25,000 kWh for 12 consecutive billing months, the Company will complete a billing comparison using the customer's previous 12 months of consumption showing the customer's historical bills under the Cg-20 rate schedule and the Cg-5 rate schedule. If these bill comparisons show that the customer had a lower bill under the Cg-20 rate schedule than they would have had under the Cg-5 rate schedule, the customer will be notified that they can opt to stay on the Cg-20 rate schedule or be moved to the Cg-5 rate schedule. If the customer does not respond within 15 days of notification, the customer will remain on the Cg-20 rate schedule. This provision may be modified in future rate case proceedings.</p>	

WISCONSIN PUBLIC SERVICE CORPORATION

P.S.C.W. Volume No. 7

25th Rev. Sheet No. E6.01
 Replaces 24th Rev. Sheet No. E6.01
 Amendment 794 Schedule Cg-5

Small Commercial and Industrial Service	Electric
<p><u>AVAILABILITY</u></p> <p>This schedule is available to small commercial and industrial customers where:</p> <ol style="list-style-type: none"> 1. Total monthly energy consumption has exceeded 12,500 kWh for three consecutive months and, after qualifying at least once in succeeding rolling 12 month periods; or 2. Does not meet the availability criteria for the Cg-20 and Cp rate schedules. <p>For new customers the company may, at its discretion, waive the three month qualification period when, in the company's judgment, the customer would obviously meet the qualification criteria. The company shall inform the customer in writing that failure of the customer to meet the qualification criteria after a waiver is granted will result in:</p> <ol style="list-style-type: none"> 1. The customer being immediately placed on the appropriate rate schedule, and 2. Backbilling to reflect the appropriate rate schedule from the date the waiver was originally effective. 	

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Utility Rate Structure

WISCONSIN PUBLIC SERVICE CORPORATION

P.S.C.W. Volume No. 7 33rd Rev. Sheet No. E6.10
 Replaces 32nd Rev. Sheet No. E6.10
 Amendment 789 Schedule Cg-20

Small Comm'l and Indus. Service-Time of Use	Electric
AVAILABILITY	
This schedule is available to small commercial and industrial customers where one or both of the following have been exceeded for three consecutive months and also exceeded for at least one billing month in each succeeding rolling 12-billing month period:	

CUSTOMER CHARGE

For customers with company metering equipment installed at:

	<u>Daily</u>
Under 6,000 volts	\$3.0575
6,000 volts to 15,000 volts inclusive	\$5.5890

The above listed voltages are phase-to-ground for wye-connected company systems and phase-to-phase for delta-connected company systems.

CUSTOMER DEMAND \$2.399/kW
 Per kW of maximum demand during the current or preceding 11 months.

DEMAND CHARGE

ON-PEAK

a. <u>Winter (Calendar Months Oct-May):</u>	\$11.992/kW
8AM - 1PM; & 5PM - 9PM; Mon - Fri (Except Holidays)	
b. <u>Summer (Calendar Months Jun-Sep):</u>	\$18.449/kW
8AM - 6PM; Mon - Fri (Except Holidays)	

OFF-PEAK
 All Hours Not in On-Peak Period \$0/kW

ENERGY CHARGE

ON-PEAK

a. <u>Winter (Calendar Months Oct-May):</u>	\$0.07278/kWh
8AM - 1PM; & 5PM - 9PM; Mon - Fri (Except Holidays)	
b. <u>Summer (Calendar Months Jun-Sep):</u>	\$0.07278/kWh
8AM - 6PM; Mon - Fri (Except Holidays)	

OFF-PEAK
 All Hours Not in On-Peak Period \$0.04282/kWh

04/12/2024

Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



Utility Rate Structure

WISCONSIN PUBLIC SERVICE CORPORATION

P.S.C.W. Volume No. 7

14th Rev. Sheet No. E4.19
 Replaces 13th Rev Sheet No. E4.19
 Amendment 794 Schedule PG-2B

Parallel Generation-Purchase by WPSC Electric

EFFECTIVE IN

All territory served.

AVAILABILITY

To customers who (1) purchase power from the Company under a time-of-use tariffed rate, (2) satisfy the requirements of "qualifying facility" status under Part 292 of the Federal Energy Regulatory Commission's regulations under the Public Utility Regulatory Policies Act of 1978, (3) generate electrical energy with total customer owned generating capacity of 1,000 kW or less, and (4) desire to sell electrical energy to the Company.

Avoided Energy Cost Rate:

The customer will receive a credit on their bill equal to the kilowatt hours supplied to the Company multiplied by the customer's Avoided Energy Cost Rate (shown below). The customer's Avoided Energy Cost Rate is not subject to any adjustments, such as the adjustment for cost of fuel, or any other miscellaneous surcharges or adjustments. This tariff is intended to provide payment for energy sent to the Company.

		Secondary	Primary	Transmission
On Peak	Winter	\$0.04219	\$0.04147	\$0.04095
	Summer	\$0.05338	\$0.05247	\$0.05182
Off Peak	Winter	\$0.02904	\$0.02855	\$0.02819
	Summer	\$0.03041	\$0.02989	\$0.02952

The Avoided Energy Cost Rate shall be updated on January 1 of each year and will be calculated as follows:

Avoided Energy Cost Rate = A x (1 + B), where
 A = The forecasted January through December load weighted average Day- Ahead Locational Marginal Pricing for the WPS.WPSM pricing load zone approved in the Company's annual fuel plan.

Avoided Capacity Cost Rate: The customer will receive a capacity credit equal to the amount of energy that is supplied to the Company during the designated on-peak period.

	Secondary	Primary	Transmission
All on-peak excess energy, per kWh	\$0.02794	\$0.02713	\$0.02679

The Avoided Capacity Cost Rate will be updated each June 1 to reflect the current MISO Cost of New Entry (CONE) value for the applicable Local Resource Zone and Planning Year, and will be adjusted for distribution and transmission line losses based on the most recently authorized values.

Avoided Transmission Cost Rate:

The customer will receive a credit on their bill equal to the kilowatt-hours supplied to the Company multiplied by the Avoided Transmission Cost Rate (shown below).

All excess energy, per kWh	\$0.00000
----------------------------	-----------

ON-PEAK HOURS

Winter (calendar months of October through May):
 7:00 AM to 10:00 PM; Monday through Friday (except holidays).

Summer (calendar months of June through September): 7:00 AM to 11:00 PM;
 Monday through Friday (except holidays).

OFF-PEAK HOURS

All hours not listed as on-peak hours.

APRA Ranking Unfunded Projects

Request	Amount	Ranking
3 Firefighter positions 2025&2026	660,000	69.75
Police Roof Replacement	150,000	65.5
Playground Equipment Replacement	150,000	54.5
Riverside Park Parking Lot Reconstruction	120,000	54.25
Sylvan Hill Park Parking Lot Reconstruction	175,000	53.75
Jefferson Street Ramp	300,000	52.75
DPW Fence and Gate Replacement	30,000	52.25
LED Lighting Upgrade at DPW	45,000	51.25
Street Division Office Upgrades	60,000	49.25
Airport Terminal Building Rehab	200,000	44.25
Hangar 2 Roof Replacement	65,000	44.25
Flight Training Addition	625,000	41.25
Hangar 2 - Office Upgrades	100,000	39.75
Hangar 1-10 Replacement	1,500,000	34.25
Police Sit Stand	50,000	32
	4,230,000	

**CITY OF WAUSAU
ARPA FUNDS EVALUATION CRITERIA**

CRITERIA	POSSIBLE SCORE			Solar Array \$800,000
	0 points	1-5 points	6-10 points	
ALIGN WITH PRIORITIES: How well does the proposal align with the community's funding priorities? Does it support a livable community, fiscally sustainable government, environmentally sustainable community, and an improved & equitable quality of life?	Project is inconsistent with community priorities and does not advance community service.	Project is partly consistent with priorities but does not significantly advance community service.	Project is directly related to the community priorities and community service.	
OTHER FUNDING SOURCES: Are there other federal/state ARPA alternative funding opportunities (such as the federal infrastructure bill) that could replace or supplement the request? Have these other funding sources been considered? Could the project/proposal be phased to accomodate other federal/state ARPA sources?	Alternative funding sources may be available but have not been explored, considered or leveraged.	Alternative funding sources may be available and will be leveraged if possible.	No alternate funding sources exist or alternative funding sources have already been leveraged to maximize the investment.	
TIMELINE : Can the proposal be implemented and completed within the ARPA program deadlines? Obligated by 12/31/2024 and expended by 12/31/2026	Project timeline is not well defined and does not clearly establish a work completion within the timeline. Project completion is near the end the ARPA requirements	Project timeline is lengthy but demonstrates that completion is within the ARPA requirements.	Project timeline clearly demonstrates that work will conclude within the short term (1 year or less).	
COST: While projects funded with ARPA should be impactful best practices indicate the funds should be spread over the qualifying period to enhance budgetary and financial stability. Does the proposal represent a reasonable allocation of resources relative to other community proposals?	Project exhausts all or the majority of funds immediately.	Project ARPA funding request is requires a significant ARPA allocation. However, the project provides for phases which allows for flexibility of unexpected City needs and priorities.	Project ARPA funding request is reasonable to the City overall ARPA allocation. The funding request allows the City to diversify the ARPA investments. Significant projects may be allocated in phases to provide future flexibility of unexpected needs and priorities.	
RESIDENT IMPACT: What portion of the community would benefit from this proposal?	Proposal fails to identify positive impact nor identifies populations benefitted	Proposal demonstrates a positive impact on a material portion of the population 25-75%	Project demonstrates a strong positive impact on a significant portion of the	
IMPACT ON FUTURE BUDGETS: Will this proposal require ongoing funding? Will it reduce or increase ongoing operating expenses? Will the project produce additional annual revenues?	Project creates a new funding dependency and future tax levy pressure.	Project would have a neutral impact on personnel or other operating costs or revenues. Project is budget neutral.	Project decreases future operating costs, increase operating revenues, eliminates future debt	
COMPLEXITY AND READINESS: Is the project or proposal complex with multiple phases before implementation can begin? Does the project or proposal require outside approvals or oversight? Does a clear implementation plan exist? What complications could arise to prevent this project from achieving its intended goals?	Project is unable to proceed due to obstacles such as land acquisition, easements, designs and other approvals. Project is not shovel ready.	Minor obstacles, plans or details exist but should not impact a timely implementation.	Project is entirely ready to proceed. No obstacles exist.	
CENSUS TRACT ELIBILITY: Does the proposal/project fall within a census tract or benefit those vulnerable popouations and those disproportionately negatively impacted by COVID19?	This project/proposal is not located in a census tract and not designed to benefit those disporportionately negatively impacted by COVID as interpreted by ARPA regulations?	This project/proposal is not located in a census tract but will benefit all citizens including those disporportionately negatively impacted by COVID as interpreted by ARPA regulations?	This project/proposal is located in a census tract or is considered to benefit those disporportionately negatively impacted by COVID as interpreted by ARPA regulations?	
IMPACT OF DEFERRAL: What is the impact of the deferral? Will costs go up? Will the City be out of compliance with mandates or regulations? Are there health and safety risks impacting residents that will remain unaddressed? Does this proposal improve the environmental quality of the city?	Deferral causes limited impact to service or disruptions.	Deferral will have limited impact on regulatory mandates, health and safety risks or environmental qualities.	Deferral will have a detrimental impact on regulatory mandates, health and safety risks or environmental qualities.	
PROJECT PRIORITY AND IMPACT: Regardless of any other scores, do you believe this project should be a priority? Do you believe that the project is transformational for the community? Do you believe that the project will make a big impact?	Low priority, impact, transformational power	Some priority, impact and transformational power	High priority, impact and transformational power	
			TOTAL	
		1		

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin.

Committee Action: *Pending*

Fiscal Impact: *None*

File Number: 24-0509

Date Introduced: May 14, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	City will be reimbursed for payroll and travel costs
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Police Budget</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: Reimbursement by the City of Milwaukee</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 Milwaukee has been designated as the host city of the Republican National Convention July 15-18, 2024; and,

WHEREAS, the City of Milwaukee, through its police department, is responsible for coordinating local law enforcement efforts and has requested additional law enforcement personnel; and,

WHEREAS, the City of Wausau through the Mobile Field Force is committed to respond to planned mass gatherings to preserve peace, provide security and protect lawful exercise of Constitutional rights, while protecting life and preventing destruction of property; and,

WHEREAS, the City of Wausau requested and was approved to assist with the Democratic National Convention in Milwaukee in 2020 until it was canceled due to the COVID-19 pandemic; and

WHEREAS, the City of Wausau will be reimbursed for costs associated with providing personnel; and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council approves and directs the proper city officials to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.

Approved:

Doug Diny, Mayor

Dept. of Public Works & Utilities



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

TO: Finance Committee

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

DATE: May 14, 2024

SUBJECT: Riverside Park Soil Remediation – **Budget Modification Request \$25,550.00**

The WDNR issued a Responsible Party letter to the City in November 2019 due to dioxin contamination in Riverside Park. The Responsible Party letter required the City to prepare a Site Investigation Report (SIR) and perform further investigation and delineate the extent of the dioxin contamination in the area. The City completed the site investigation in 2022 and completed a Remedial Action Options Report (RAOR). The RAOR was accepted by the WDNR and the City prepared a bid package for remediating the contaminated area and the work was bid in April 2023. Construction remediation and soil removal took place in 2023 along with some confirmation soil sampling. Two of the confirmation soil samples (S45 and S46) showed exceedances of the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. The proposed work will determine the lateral extent of any further contamination through sampling and then remove any additional contaminated soil. A summary of the project budget and costs associated with the remediation project is attached. The funds to cover this budget modification are proposed from the Environmental Fund.

Budget & Cost Summary	
Item Description	Cost
Initial Bid (Construction)	\$62,086.36
Initial Bid (Engineering)	\$86,950.00
Budget Mod 1 (Construction)	\$10,139.67
Budget Mod 1 (Engineering)	\$11,856.59
Sub-Total =	\$171,032.62
Budget Mod 2 (Construction)	\$20,025.00
Budget Mod 2 (Engineering)	\$5,525.00
Sub-Total =	\$25,550.00
Total Project =	\$196,582.62
Original Budget	\$154,000.00
Total Budget Modification	\$25,550.00



REI

CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

**ENVIRONMENTAL SITE INVESTIGATION
PROPOSAL – ADDITIONAL SOIL SAMPLING
(MAY 2024)**

**SUBJECT PROPERTY:
RIVERSIDE PARK
132 RIVER STREET
WAUSAU, WI**



Submitted To:

City of Wausau
Attn: Mr. Eric Lindman, P.E.
407 Grant Street
Wausau, WI 54403-4783
May 8, 2024

Prepared By:

REI Engineering, Inc.
4080 N 20th Avenue
Wausau, WI 54401
(715) 675-9784

**COMPREHENSIVE
SERVICES WITH
PRACTICAL
SOLUTIONS**



Why Choose REI?



CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

*What are our
clients saying?*

Thank you for requesting a proposal from REI Engineering, Inc. (REI). We have enclosed a copy of REI's Professional Services Agreement. If the Agreement is acceptable, please sign and return to our office. We will begin our services upon receipt of the executed agreement and your authorization.

clear understanding of the regulatory process and applying it to your project.

At REI, your opinion matters. We contact every client to evaluate and improve our services. We listen to you and offer solutions according to your expectations.

We offer comprehensive services with practical solutions. Client satisfaction is achieved through a

The following statistics demonstrate our commitment to exceeding your expectations and are based on a 5 year average.



Would you
hire REI again?

100%



Did REI meet your
expectation on the
quality of service?

99.6%



99.4%



Did REI meet
your deadlines?

99%

Did REI keep you
informed on
project progress?

How would you rate REI out of 5 stars?



"From the initial contact and continued direction...I have found REI to be an absolute asset to see the pace of my projections and projects to be fully completed on time. Very knowledgeable and professional."

*Northcentral Technical
College*

"I can always count on REI to provide me the services they promise by the deadlines we (sometimes even unreasonably) set for them."

Ruder Ware

"I had an outstanding experience working with REI from start to finish. REI is very knowledgeable and did an excellent job keeping me informed on the progress of the job." *Jon Thompson, Etco Electric Supply, Inc.*

"REI has been an excellent organization to work with. They make it a pleasure to do business with them. As we at Incredible Bank would say REI is incredible."

Incredible Bank

"REI Continues to be a very reliable and capable business partner. They instill confidence, meet deadlines, and are just good people to do business with. From the person that answers the phone, to the various individuals engaged in the final outcome; professionalism, courtesy and service is outstanding."

Greenheck Fan Corporation

REIengineering.com

What REI Can Do For You

REI Engineering specializes in exceeding client expectations in civil engineering, surveying, environmental and safety consulting. Client satisfaction is achieved through a clear understanding of the regulatory

process and applying it to individual projects. Simply put - the vast number of repeat clients at REI indicate that we align our priorities with those of the client's to accomplish success.



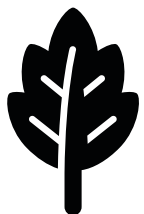
CIVIL ENGINEERING DESIGN AND CONSTRUCTION

Unmatched project delivery supported by integrity and quality



LAND SURVEYING

Premier, accurate provider of surveying and land planning services, with commitment to efficient technology utilization and regulatory developments



ENVIRONMENTAL CONSULTING AND EMERGENCY RESPONSE

Dedicated and experienced professionals apply critical thinking to deliver cost effective solutions



SAFETY CONSULTING

Identifying economic solutions to comply with safety and regulatory compliance, implementing plans and executing training

“From the first phone call to REI to the completion of the inspection, REI has kept us informed of every step that needed to be completed and when it was scheduled. REI understood the urgency of our situation and was instrumental in making sure communication with the WI DNR and the Town of Roosevelt was shared. We would highly recommend REI!!!

*Cheryl Ustianowski,
Town of Roosevelt*

“It was very easy to work with REI, they were very prompt with getting in touch with me on where our project was at all times. It exceeded my expectations as to how fast it all got done. I thought it was very nice how the owner took the time to come in and introduce herself to me and just chat when I came down for our first meeting, to me, that goes a long ways. I would definitely recommend your service to anyone I know. Thanks again”

REI provided survey and design services for our company. Our project included a site survey and topographic survey, zoning compliance services, design services which included consideration for relocation of tractor/trailer access to loading docks, location of new septic mound system, erosion control plan including a storm water retention pond and building expansion. A Storm Water Management Plan was developed for our company. We initially consulted with Tom Radenz and Mike Mohr was the Project Engineer that worked on our project. Mike was very professional and knowledgeable - he was responsive to our questions/changes and was considerate of timing requirements. He attended and presented at town meetings on our behalf and was a pleasure to work with. We were very happy with the services provided by REI for our project.”

Goetsch's Welding & Machine, Inc.”

INTRODUCTION

On September 24, 2019, TRC Solutions submitted Wood Waste Burning Site Investigation results for the WAULECO site. This sampling was based on aerial models and was collected near potential sources of dioxins and furans. Three (3) samples were collected along the former railroad tracks which revealed an exceedance for residential direct contact Residual Contaminant Level (RCL).

On November 21, 2019, the City of Wausau received a “Responsible Party Letter” for contamination identified within the former rail corridor located at the south end of Riverside Park. This letter required the City of Wausau to conduct a site investigation for Dioxin/Furan contamination related to soil samples along the riverside rail corridor. The source was suspected to be the railroad ties.

In April 2020, September 2020, and May 2021; REI Engineering, Inc. (REI) personnel collected a total of fifty-six (56) soil samples from the railroad corridor and southern end of Riverside Park surrounding the discharge of a stormwater culvert. The analytical results were submitted to the WDNR Project Manager.

In September 2021, REI submitted a Site Investigation Report with Technical Assistance Request summarizing the results of the site investigation in accordance with Wisconsin Administrative Code (WAC) Chapter NR716. The report identified soil contamination, exceeding the WAC Chapter NR720 Direct Contact RCLs exists on the subject property. The extent of unsaturated soil contamination appears to have been adequately defined on the subject property. Based on these results, REI recommended remedial actions be taken to address unsaturated soil contamination exceeding the WAC Chapter NR720 direct contact RCLs. The WDNR completed the technical review and approved the Site Investigation Report in November 2021.

In June 2022, REI submitted a Remedial Action Options Report summarizing remedial action options to address identified soil contamination exceeding the WAC Chapter NR720 Direct Contact RCLs present on the site. Based upon the effectiveness, technical feasibility, cost, and estimated time to site remediation and closure, REI recommended soil excavation and landfilling of the excavated materials as the preferred remedial action for the site. Prior to disposal of the contaminated materials, the Marathon County Landfill required additional soil sampling for the landfill’s Protocol 1 to determine that the excavated materials could be

disposed of as a solid waste and would not be qualified as a hazardous material. Additionally, REI recommended that additional soil samples be collected from the proposed excavation prior to completion of the excavation in order to verify the excavation would encompass the entire lateral extent of soil contamination. These samples would also be used as the sidewall confirmation samples for the completed excavation since it is not possible to accurately field screen for the contaminants of concern.

In September 2022, October 2022, and November 2022; REI personnel collected a total of eighteen (18) soil samples from the proposed excavation boundaries to ensure the proposed excavation boundaries would capture all Dioxin/Furan contamination exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. After the initial sampling conducted in September 2022, additional sampling was complete due to exceedance identified resulting in the proposed excavation area being increased. These samples were utilized as the excavation confirmation soil samples for the sidewalls of the excavation.

Between July 17, 2023, and July 21, 2023, 1,827.14 tons of contaminated soil was excavated and transported to the Marathon County Landfill for disposal. REI personnel collected twenty-five (25) additional confirmations soil samples for the previously unsampled sidewalls and base of the soil excavation. Laboratory analysis identified five (5) confirmation soil samples with concentrations of select Furan compounds exceeding the WAC Chapter NR720 Non-Industrial Direct Contact RCLs. Soil sample S27 was collected from below the direct contact zone and can be managed through continuing obligations. Soil samples S29, S37, and S36 were collected from the south-southwestern excavation boundary and appear to represent contamination on adjacent properties. Soil sample S33 was collected from the sidewall of the lower portion of the excavation at depths ranging from two (2) to three (3) inches below land surface. Due to the location and shallow depth of contamination, REI is recommending additional remediation to remove the identified soil contamination near soil sample S33.

On October 12, 2023, REI personnel conducted a limited hand excavation with 1.89 tons of contaminated soil excavated and transported to the Marathon County Landfill for disposal. The excavation was completed in a half circle shape along the July 2023 soil excavation boundary and centered on soil sample S33. Three (3) confirmation soil samples were collected and submitted for laboratory analysis. The two (2) sidewall samples, S45 and S46, identified exceedances of the WAC Chapter NR720 Non-Industrial Direct Contact RCLs.

On January 24, 2024, REI submitted an Excavation Documentation Report to the WDNR summarizing the remedial actions taken at the site and requesting the WDNR determine if the City of Wausau was responsible to investigate residual soil contamination beyond the subject property boundaries.

On April 24, 2024, REI and City of Wausau personnel had a meeting with the WDNR Project Manager to discuss the WDNR's review of the Excavation Documentation Report and determination of the City of Wausau's responsibility for contamination beyond the subject property's boundaries. The WDNR determined the City of Wausau was not responsible for contamination beyond the subject property's boundaries, but additional investigation and remediation would need to be conducted in the area of soil samples S45 and S46

The purpose of the following scope of services is to collect additional soil samples from the area of S45 and S46 to define the lateral and vertical extent. Once the extent has been determined additional soil excavation volume can be determined. REI is proposing the following scope of work to define the degree and extent of residual soil contamination in the area of confirmation soil samples S45 and S46.

SCOPE OF WORK

1. A utility locate request will be submitted to the Wisconsin Diggers Hotline at least three (3) business days prior to sampling activities.
2. Mobilize to the site and collect soil samples from twelve (12) locations as depicted in Figure 2. REI personnel will collect two (2) soil samples from each sample location. One (1) soil sample will be collected at a depth of two (2) to three (3) inches below land surface and a second sample will be collected from ten (10) to twelve (12) inches below land surface.
3. Collected soil samples will be submitted to a state certified laboratory incrementally. Six (6) soil samples collected from the three (3) sample locations closest to confirmation soil samples S45 and S46 will be the initial submittal. Pending the laboratory analytical results of the initial six (6) samples submitted, up to eighteen (18) additional soil samples will be submitted if required to define the degree and extent of contamination in the area of confirmation soil samples S45 and S46.

4. REI will update the existing detailed site map showing all significant features including the approximate former soil sample locations along with these additional soil sample locations and approximate property lines.
5. REI personnel will prepare an Update Report summarizing the soil analytical results. If soil contamination is defined, REI will include the proposed volume of soil to be removed and work with the City of Wausau regarding options to complete additional remedial actions. If the degree and extent is not defined after submittal of all twenty-four (24) soil samples, REI will provide the City of Wausau with a cost estimate for any additional sampling required.

EXEMPTIONS

Any additional remediation and preparation of a case closure request is not included in this proposal.

CONDITIONS

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify you immediately. The cost will be based on the actual work completed in accordance with our current standard fee schedule.



Professional Services Agreement

Proposed Services: Environmental Site Investigation – Additional Soil Sampling (May 2024)
Site Name: Riverside Park, 132 River Street, Wausau, WI
Client: City of Wausau, Attn: Mr. Eric Lindman, P.E., 407 Grant Street, Wausau, WI 54403
Date: May 8, 2024 REI Project No.: 9073

REI's Scope of Services on the project is limited to the Work Scope previously stated in the proposal document.

REI has relied on the following understanding in preparing the Work Scope and basis of payment: Site Investigation Report, Remedial Action Options Report, Excavation Report, April 24, 2024, Meeting with WDNR.

REI will provide the following deliverables: Update Report

Services provided by REI will be reimbursed by the Client at REI's hourly rate schedule. The fee will be invoiced upon completion of the scope of services. REI has estimated the costs for the additional scope of work as follows.

Subcontracted Services	
Laboratory Analysis – Soil Samples – up to 24 samples (\$833.96/sample)	\$20,015.00
Waste Disposal – Decontamination Water	\$10.00
Professional Consulting Services	
Project management, data interpretation, drafting, report preparation	\$4,125.00
Field time and travel, equipment and supplies	\$1,400.00
Estimated Project Total*	\$25,550.00

**Cost for additional remediation and preparation of the case closure request is not included in this proposal.*

General Conditions: See "General Conditions"

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables; that it is premised upon the Client representations set forth herein; and that it is subject to the general and supplemental conditions (if any) incorporated herein.

CLIENT:	REI ENGINEERING, INC.:
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: <u>Matthew C. Michalski, P.G.</u>
Title: _____	Title: <u>Hydrogeologist</u>
Phone number: _____	Date: _____
Date: _____	

PART I: SERVICES AND DELIVERABLES

REI Engineering, Inc. ("REI") agrees to provide to Client the services and deliverables (the "Services and Deliverables") enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the "Agreement") subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

PART 2: FEES FOR SERVICES

2.1 Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client's request for a reasonable charge.

2.2 Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

2.3 REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

2.4 Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI's then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services.

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

3.1 Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.

3.2 Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

3.3 Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

3.4 Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client's failure to comply with this Part 3.4.

3.5 REI provides the Services and Deliverables to Client for Client's sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services' and Deliverables' intended purpose.

3.6 While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.

3.7 In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the "Documents and Data"), Client covenants and agrees that all such Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

PART 4: HAZARDOUS MATERIALS

4.1 Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

4.2 Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

4.3 If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

4.4 Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treator, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.

PART 5: SUBCONTRACTORS

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

PART 6: LIMITATIONS OF LIABILITY

6.1 Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.

6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

6.3 Client or Client's construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.

6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by Client or by others.

PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

PART 9: PERMITS

9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's consent.

9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

PART 10: STANDARD OF CARE

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

PART 11: TERMINATION

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

PART 12: REI EMPLOYEES

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

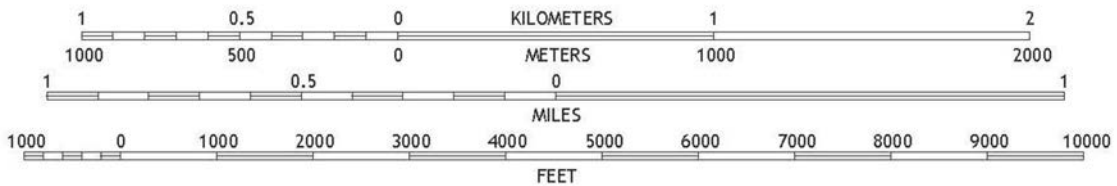
PART 13: MISCELLANEOUS

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.

DRAWING FILE: P:\9000-9099\9073 - CITY OF WAUSAU RIVERSIDE RR CORRIDOR\DWGS\9073-VICN.DWG LAYOUT: RR CORRIDOR PLOTTED: JAN 15, 2024 - 9:29AM PLOTTED BY: MATTM

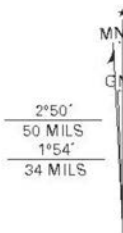


SCALE 1:24 000



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

WAUSAU WEST QUADRANGLE
WISCONSIN - MARATHON COUNTY
7.5-MINUTE SERIES



UTM GRID AND 2019 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET



QUADRANGLE LOCATION
WAUSAU WEST, WI
2018

REI ENGINEERING, INC.

RIVERSIDE RAILROAD CORRIDOR
132 RIVER STREET
WAUSAU, WI



FIGURE 1 : LOCATION MAP

PROJECT NO.
9073

DRAWN BY:
MCM

DATE:
1/15/2024

DRAWING FILE: P:\9000-9099\9073 - CITY OF WAUSAU RIVERSIDE RR CORRIDOR\DWG\9073-DETAILED SITE.DWG LAYOUT: PARK CULVERT CLOSEUP PLOTTED: MAY 08, 2024 - 8:07 AM PLOTTED BY: MATTM



LEGEND

0 030
SCALE: 1" = 30'

- ◆ SOIL SAMPLE - PROPOSED - ROUND 1 SUBMITTAL
- ◆ SOIL SAMPLE - PROPOSED - ROUND 2 SUBMITTAL
- ◆ SOIL SAMPLE - PROPOSED - ROUND 3 SUBMITTAL
- ▲ SOIL SAMPLE - EXCAVATION SAMPLE - REI ENGINEERING, INC
- SOIL SAMPLE - WASTE DETERMINATION - REI ENGINEERING, INC
- ◆ SOIL SAMPLE - PARK - REI ENGINEERING, INC
- SOIL SAMPLE - RR CORRIDOR - REI ENGINEERING, INC
- ▲ SOIL SAMPLE (2019) - SAND CREEK CONSULTANTS, INC
- ◆ SOIL SAMPLE (2008) - CWE, INC
- ▲ SOIL SAMPLE (2006) - CWE, INC
- UTILITY POLE

EXCAVATION TO 1 FOOT BLS

EXCAVATION TO 4 FEET BLS

OVERHEAD UTILITIES

SANITARY SEWER LINE

ABANDONED RAILROAD TRACKS (REMOVED)

PROPERTY BOUNDARIES (APPROXIMATE)

NOTES:

1. SAND CREEK CONSULTANTS, INC SOIL SAMPLE LOCATIONS ARE AN APPROXIMATION BASED ON THE CITY OF WAUSAU AND MARATHON COUNTY GIS MAP "SOIL SAMPLES LOCATIONS RIVERSIDE PARK" (DECEMBER 2019)
2. CWE, INC. SOIL SAMPLE LOCATIONS ARE AN APPROXIMATION BASED ON CWE'S MAP "SAMPLE LOCATION MAP" (OCTOBER 2009)
3. NOT ALL SAMPLE LOCATIONS ARE IDENTIFIED ON THIS MAP. ALL AVAILABLE SAMPLE LOCATIONS ARE DEPICTED ON THE EXPANDED DETAILED SITE MAP UNLESS NOTED.



RIVERSIDE RAILROAD CORRIDOR
132 RIVER STREET
WAUSAU, WISCONSIN

FIGURE 2 : DETAILED SITE MAP - PARK CULVERT

PROJECT No. 9073	DRAWN BY: MCM	DATE: 5/7/2024
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REI Engineering, INC.

City of Wausau Safe Drinking Water Loan Closing Timeline

SDWLP Loan No. 4930-12 and 4930-19

April '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May '24						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June '24						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Date	Event	Responsible Party
04/18/24	All document except interim financing payoff and first disbursement request uploaded	D, City
05/08/24	Revised loan budgets submitted	D, City
05/10/24	Draft FAA	DNR, DOA
05/10/24	Submit first disbursement request	D, City
	Provide interim financing payout	City
	Provide draft loan resolutions for Council packet	Q
05/28/24	Preferred date for Council approval	

Date	Event	Responsible Party

- Key**
- City = City of Wausau
 - DNR = Department of Natural Resources
 - DOA = Department of Administration
 - D = Donohue
 - E = Ehlers
 - Q = Quarles

- Notes**
- Italics indicate approximate or estimated dates*
 - City Council meeting
 - Loan closing dates

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting a Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects to Supplement Existing Lead Line Replacement Study

Committee Action: Approved

Fiscal Impact: \$40,258

File Number: 23-1109

Date Introduced: May 28, 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: ARPA funding Lead Service Line Replacement</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$40,258</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$40,258</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the City of Wausau authorized American Rescue Plan funding for a Lead Service Line study to assist in inventorying lead service lines and a strategy for replacement; and

WHEREAS, ARPA funds in the amount of \$106,672 were allocated to the project; and

WHEREAS, an additional \$40,258 is needed to complete the project funding; and

WHEREAS, \$500,000 of ARPA funds were allocated to the 2023 Lead Service line replacements and excess funding will be available; and

WHEREAS, a budget modification adding \$40,258 to the Service Line Replacement Plan and deducting from the Lead Service Line Replacements is proposed; and

WHEREAS, your Finance Committee has reviewed, and recommends the following budget modification to move \$40,258 to the ARPA Lead Service Line Plan budget from the ARPA Lead Service Line Replacements budget:

*Fund	*Cost Center	Spend Category	Program	Grant	Debit Amount	Credit Amount
215 ARPA Fund	56754 ARPA Grants	57175 Financial Assistance to Individuals	WARPA_031 ARPA Homeowner Lead Line Replacement RR	GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$0.00	\$40,258.00
215 ARPA Fund	56754 ARPA Grants	52150 Architectural, Engineering and Planning Services	WARPA_031 ARPA Homeowner Lead Line Replacement RR	GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$40,258.00	\$0.00

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above, and

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Doug Diny, Mayor



Planning, Community and Economic Development

MEMO

TO: Finance Committee Members
FROM: Tammy Stratz, Community Development Manager
DATE: May 7, 2024
RE: 2024 Community Development Block Grant Program

As you are aware, the Citizen's Advisory Committee held two public hearings to receive comments on community needs, public performance, and the proposed 2024 Community Development Block Grant (CDBG) program funds. On Monday, November 7, 2023, the Committee held their working session meeting to develop a proposed statement of objectives and use of projected funds for the 2024 Block Grant program. For planning purposes, we estimated the funding amount to be \$600,000.

On May 7, 2024, HUD released FY24 allocations, and the City of Wausau was allocated \$600,224 of that distribution which is only \$224 more than estimated. Following this memo, you'll find a spreadsheet that provides the funding requests received and the funding recommendations from the committee. Since the amount allocated was less than 10% of the estimated amount (\$224), staff determined to allocate that amount to the Acquisition activity. Please keep in mind that public service activities cannot be funded for more than 15% of the entitlement of \$600,224 which is a maximum of \$90,033 and Administration cannot be funded for more than 20%, a maximum of \$120,445.

The primary purpose of the Housing and Community Development Act is to develop a viable community by providing decent housing and suitable living environments, expanding economic opportunities primarily for low- and moderate-income persons, and provide a safe community. All activities must have been rated as a high priority in our 5-year Consolidated Plan in order to be considered for funding. All activities the Community Development Citizens Advisory Committee has recommended meet these criteria. In addition, each activity conducted with CDBG funds must meet one of the three broad national objectives:

- Benefit low- and moderate-income persons.
- Aid in the prevention or elimination of slum and blight.
- Meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to health.

The 2020-2024 Consolidated Plan can be found here:

- <https://www.wausauwi.gov/home/showpublisheddocument/2571/638458582085500000>

The proposed 2024 Community Development Action Plan was released on January 19, 2024, to request public comment through February 20, 2024. To date we have not received any comments regarding the Action Plan. The Action Plan has since been updated to indicate the new allocations. You can view that document at:

- <https://www.wausauwi.gov/home/showpublisheddocument/2579/638423152931100000>

The certifications the Mayor will need to sign as part of this process are followed in this memo for your review.

Let me know if you have any questions or concerns as you review the applications. You can call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us. We look forward to working with you on finalizing this year's plan.



2024 CDBG Program Allocation

Activity Code	Applicant/Agency	Funding Requests	CAC Guidance	Actual Allocation	Finance Approval
A - 570.206	CD Administration	\$ 100,000	\$ 100,000	\$ 100,000	
H - 570.202(b)	Homeowner Rehabilitation	\$ 75,000	\$ 70,000	\$ 70,000	
H - 570.202(a)	Acquisition	\$ 150,000	\$ 145,000	\$ 145,224	
SBS - 570.208(b)(s)	Blight Elimination	\$ 100,000	\$ 95,000	\$ 95,000	
PF - 570.201 (c)	Engineering - Curb Cuts	\$ 100,000	\$ 100,000	\$ 100,000	
PS - 570.201 (e)	Wausau Conservatory of Music • Pathways to Music	\$ 18,000	\$ -	\$ -	
PS - 570.201 (e)	Catholic Charities • Good Shepard Shelter (Warming Center)	\$ 10,000	\$ -	\$ -	
PS - 570.201 (e)	Marathon Cty Literacy Council • Improving & Stabilizing Lives	\$ 25,000	\$ -	\$ -	
PS - 570.201 (e)	Marathon Cty Literacy Council • Improving Community Health	\$ 15,000	\$ -	\$ -	
PS - 570.201 (e)	1 st Presbyterian Church • Wausau Free Clinic	\$ 40,000	\$ 25,000	\$ 25,000	
PS - 570.201 (e)	Children's Imaginarium • Access for All	\$ 25,000	\$ 25,000	\$ 25,000	
PS - 570.201 (e)	Hmong American Center • Npauv Suav AKA Dream	\$ 30,000	\$ -	\$ -	
PS - 570.201 (e)	Childrens Wisconsin • Start Right	\$ 25,000	\$ -	\$ -	
PS - 570.201 (e)	Faith In Action • Support for Seniors	\$ 25,000	\$ 15,000	\$ 15,000	
PS - 570.201 (e)	Granite House • Clubhouse	\$ 25,000	\$ 25,000	\$ 25,000	
PS - 570.201 (e)	Judicare • Community Law Clinic	\$ 25,000	\$ -	\$ -	
TOTAL		\$ 788,000	\$ 600,000	\$ 600,224	\$ -

Note: Public Service Funding Cannot Exceed 15% of Entitlement

Projected 2024 Entitlement

\$ 600,000

Actual 2024 Entitlement

\$ 600,224

Code Definitions

A Administration/Planning
 C Clearance
 ED Economic Development
 H Housing
 PF Public Facility
 PS Public Service
 SB Slum & Blight

	<u>Requested</u>	<u>Recommended</u>	<u>Cap Percent</u>	<u>Cap Estimate</u>
Administration	\$ 100,000	\$ 100,000	20%	\$ 120,000
Public Service	\$ 263,000	\$ 90,000	15%	\$ 90,000
Public Facility	\$ 100,000	\$ 100,000	0%	\$ 600,000
Housing	\$ 225,000	\$ 215,000	0%	
Slum & Blight	\$ 100,000	\$ 95,000	0%	

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

- 1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
- 2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.