



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, July 9, 2024, at 5:15 PM
Location:	City Hall (407 Grant Street) - Council Chambers
Members:	Michael Martens (C), Gary Gisselman (VC), Becky McElhane, Terry Kilian, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

- 1 Minutes of the previous meeting (06/11/2024).
 - 2 Discussion and possible action on the sole source purchase for leaf vac truck repairs for the Department of Public Works.
 - 3 Discussion and possible action on approving Interlocal Agreement between the City of Wausau and Marathon County for the 2022 Byrne Justice Assistance Grant Program Award.
 - 4 Discussion and possible action on approving Interlocal Agreement between the City of Wausau and Marathon County for the 2023 Byrne Justice Assistance Grant Program Award.
 - 5 Discussion and possible action authorizing the City of Wausau to enter a 3-year (2024-2027) shared services agreement with the Wausau School District for School Resource Officers.
 - 6 Discussion and Possible Action approving United Way impact grant funding for assisting the unhoused with security deposits.
 - 7 Discussion and possible action regarding ARPA funding requests and related budget modification for Wausau Water Works Solar Array.
 - 8 Discussion and possible action on First Amendment to Agreement for Lease of Parking Lot-Third and McClellan Streets (Curly Kale LLC).
 - 9 Discussion and possible action on parking agreement with Compass Block 15 LLC (Jefferson Street Ramp and Lots 7, 14 and 20).
 - 10 Discussion and possible action on ARPA Beneficiary Agreement and Attestation for the CDA Affordable Housing Infill Program.
 - 11 2023 Financial Results Presentation
 - 12 Discussion and possible action on additional fire chief vehicle.
- 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 07/02/2024 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, June 11, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney (arrived at 5:16 p.m.), Terry Kilian, Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, Jeremy Kopp, Eric Lindman, Liz Brodek, Kody Hart, Alder Lukens

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:15 p.m.

Minutes of the previous meeting(s) (05/28/2024).

Motion by Kilian, seconded by Gisselman, to approve. Motion carried 4-0.

Discussion and possible action regarding the acceptance of the US HUD Lead Hazard Reduction Capacity Building Grant Program Grant \$1,984,999.

Kilian questioned who applied for this grant. It was stated that the city applied for the program and Community Infrastructure Partners assisted with the application. Kilian questioned if this was the appropriate time to act on the program as there was not an identified funding source for the extensive training and research program. It was stated that the ten percent match and staff capacity within the department is prohibitive to accepting the grant. Staff recommended denying the grant unless directed to seek a substantial extension. Kilian agreed with denying the grant.

McElhaney arrived to the meeting.

McElhaney stated that the requirement for this program to have a dedicated staff member was concerning. It was further questioned if delay was appropriate as the requirements are too great and that Marathon County conducts lead paint abatement already. McElhaney stated that the city should trim down the grant possibility right now.

Martens stated that the grant was only for lead paint detection and not for abatement or remediation.

Tierney stated agreement with Kilian and McElhaney's sentiments to deny the acceptance of the grant due to the staff time and additional costs.

Motion by Kilian, seconded by McElhaney, to accept the grant. Motion failed 0-5.

Discussion and possible action on the sole source purchase of 10 new Motorola Radios for the Wausau Police Department.

Motion by Gisselman, seconded by Kilian, to approve. Motion carried 5-0.

Discussion and possible action to approve parking lot land lease for North First Street Holding Company LLC and First Wausau Tower parking stall lease agreement.

Kilian questioned if it was typical for the Police Department to monitor the parking for a parking lot that is leased. It was stated that the department does monitor leased parking lots.

Motion by Gisselman, seconded by Tierney, to approve. Motion carried 5-0.

Adjourn

Motion by Tierney, seconded by Kilian, to adjourn the meeting. Motion carried.

Meeting adjourned at 5:27 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=hU9i4GlzHCM>



CITY OF WAUSAU

SOLE SOURCE PURCHASE JUSTIFICATION

REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$10,000

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

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

Ongoing Sole Source – 365 days

One Time Sole Source Request

1. Provide a detailed explanation of the good or service to be purchased and vendor.
Purchase, transportation, and installation of the hydraulic system on Leaf Vac Truck.

2. Provide a brief description of the intended application for the service or goods to be purchased.
Truck is used for leaf collection operations.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.
Truck is no longer supported by manufacturer or dealer. Parts are no longer available.

4. Describe your efforts to identify other vendors to furnish the product or services.
Contacted local and other vendors. The cracked block was welded/repared but the repair didn’t hold. Searched online and this is the only vendor we could identify to do this work.

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

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

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

Department: Public Works

Preparer: Dustin Kraege

Vendor Name: Really Good Equipment

Expected amount of purchase or contract: \$42,000

Department Head Signature: _____ Date: _____

Finance Director Signature: _____ Date: _____

**Van Sales by Woodfin LLC
d/b/a Really Good Equipment**

6815 Hull Street Road
North Chesterfield, VA 23224



Sales Quote

Quote#: QWausau4924
Date Created: 4/9/2024
Exp. Date: 4/23/2024

Prepared For:

City of Wausau Public Works, WI
ATTN: Aaron Moss
715-370-9878
Aaron.Moss@ci.wausau.wi.us

Item Description	Price
Hydraulic Valve Body Replacement (removing all controls)*	\$29,900.00
We replace the hydraulic valve body with battery over electric hydraulic pumps and motors which are easily replaceable and inexpensive. Computer driven controls are replaced with 12 volt manual controls and new 12 volt joystick which can be tested and changed out quickly in any event of failure.	

This quotation may be accepted to form a binding contract upon any of the following options:

- 1) Signature below and payment to Really Good Equipment for the items listed in the quote prior to the expiration date; or,
- 2) Issuance of a purchase order to Really Good Equipment referencing this quote prior to the expiration date.

If you have any questions, please use the following contact information:
Joey Woodfin (804) 363-1111 email: sales@reallygoodequipment.com

Thank you for your interest in Really Good Equipment!

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Signature

Date



Update Your Address
(https://bob.dragonforms.com/loading.do?pk=ICGF16&omedasite=BOB6028_GFcoa)

EQUIPMENT

Electric Solution for Failing Valve Bodies on Leaf Vacuum Trucks

October 3, 2023 • Really Good Equipment (<https://www.reallygoodequipment.com/valve-body-replacement>) •



Really Good Equipment's valve body replacement can be retrofitted to any commercial leaf vacuum truck.

Photo: Really Good Equipment

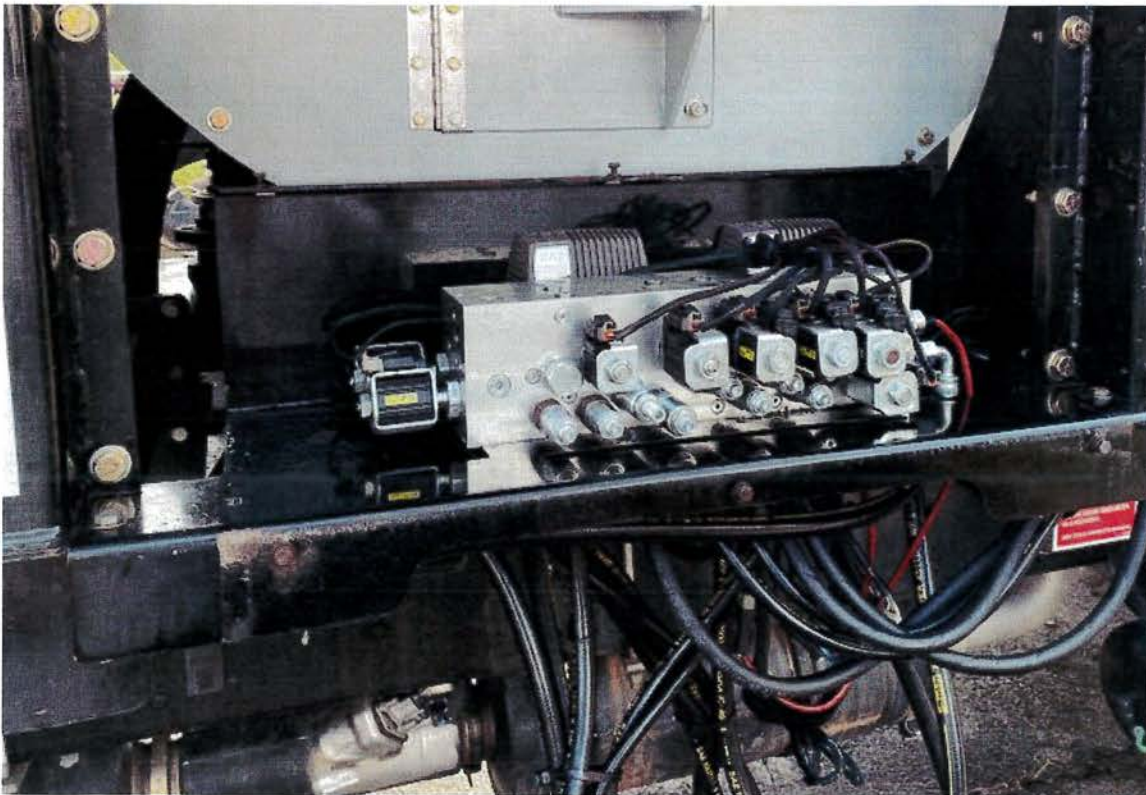
Really Good Equipment (<https://www.reallygoodequipment.com/valve-body-replacement>) — a company that engineers, manufactures, and services commercial leaf collection equipment — announced it developed an electric (<https://www.government-fleet.com/10207260/ev-hot-topics-what-the-editors-are-discussing>) solution to failing valve bodies on commercial leaf vacuum trucks.

“These hydraulic valve bodies control the truck’s boom and dump bed functionality,” Really Good Equipment CEO Joey Woodfin said. “Over time, they tend to crack, leak and clog. When that happens, it can render the truck inoperable by shutting down that functionality. And if you can’t control your boom or your dump bed won’t come down – it’s a problem.”

The valve body controls the boom and dump bed functionalities.

The Valve Body Replacement is a modular solution: each pump controls a separate hydraulic function which makes it extremely easy for municipal technicians (<https://www.government-fleet.com/10189761/the-technician-transformation>) to maintain (<https://www.government-fleet.com/10203666/efficient-fleet-maintenance-means-few-communication-breakdowns>) and service.

The replacement can be retrofitted to any commercial leaf vacuum truck.



This is what the valve body for a commercial leaf vacuum truck looks like before it has been replaced with Really Good Equipment's electric solution.

Photo: Really Good Equipment

It's also electric, eliminating the need to be powered by a diesel (<https://www.government-fleet.com/10188994/new-emission-standards-new-ice-challenges>) engine.

"It's one step toward total electrification (<https://www.government-fleet.com/10194661/the-electrification-push-why-are-governments-buying-evs>)," Woodfin added. "For municipalities looking to explore ways to meet their fleet electrification (<https://www.government-fleet.com/10206592/helping-build-a-sustainable-community-one-vehicle-at-a-time>) goals – this is a great first step and one that we believe will give them confidence in our fully electric solutions."

The replacement is powered by three to five electric pumps, depending on the truck model.

Really Good Equipment has partnered with battery electric engineers, integrating its expertise with decades of mechanical experience in industrial leaf equipment to develop a solution that replaces internal combustion engines (<https://www.government-fleet.com/10186618/ice-technology-isnt-dead-look-for-these-gains-ahead>) with 100% electric systems.

Last fall, the company launched a program to electrify existing leaf vacuum trailers, removing the diesel engine and replacing it with a 100% electric system. This solution can also be retrofitted to existing equipment.

Because retrofitting requires less capital expense, municipalities (<https://www.government-fleet.com/10204782/a-charge-at-home-first-approach-for-municipal-ev-fleets>) can potentially get 2 or 3 pieces of electric equipment in the field at the same cost as a single new unit – stretching their budgets and accelerating environmental compliance, Really Good Equipment noted.

Check Out: Working with a Limited Budget by Caring for What You Already Have

(<https://www.government-fleet.com/10138028/working-with-a-limited-budget-by-caring-for-what-you-already-have>)

Read more about

[Vacuum Trucks \(/tags?tag=Vacuum+Trucks\)](/tags?tag=Vacuum+Trucks)

[Electric Equipment \(/tags?tag=Electric+Equipment\)](/tags?tag=Electric+Equipment)

[Fleet electrification \(/tags?tag=Fleet+electrification\)](/tags?tag=Fleet+electrification)

[Retrofit \(/tags?tag=Retrofit\)](/tags?tag=Retrofit)

Dustin Kraege

From: Thomas Battiste III <thomas3@heavyhaultransporting.com>
Sent: Monday, April 15, 2024 11:18 AM
To: Dustin Kraege
Cc: tom@flatbedhaulingquotes.com
Subject: [EXTERNAL] Re: New Customer Details - HHT LP

Hey Dustin \$4000 each way get it to richmond and back if we can get the Overall width to Under 8'6" W and overall height under 12'H overall
If we haul it as it is \$6000 each way

On Mon, Apr 15, 2024 at 11:59 AM Heavy Haul Transporting <lp@flatbedhaulingquotes.com> wrote:

New Customer Details - HHT LP

Query from	www.heavyhaultransporting.com
ID	13326
Company name	City of Wausau, WI Dept. of Public Works
Address	400 Myron St
City	Wausau
State	WI
Zip	54401
Name of Contact	Dustin Kraege
Email	dustin.kraege@ci.wausau.wi.us
Phone	7152616963
Ext	
Fax	
Origin State	Wisconsin
Origin City	Wausau
Origin Zip Code	54401
Origin Company Name	Wausau Public Works

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2022 Byrne Justice Assistance Grant Program Award	
Committee Action:	Pending
Fiscal Impact:	Grant award of \$14,990.00
File Number:	24-0706
Date Introduced:	July 9th, 2024

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

RESOLUTION

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

WHEREAS, applications were due in response to a FY 2022 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), in 2023, but will still be accepted; and

WHEREAS, the Wausau Police Department and Marathon County Sheriff’s Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for “criminal justice,” – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., digital forensic computer software utilized in the processing and unlocking of cell phones; and

WHEREAS, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of \$14,990.00, has been received; and

WHEREAS, your Finance Committee on July 9th, 2024, received public comment and recommended acceptance of the grant; and

WHEREAS, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an Interlocal Agreement between the City of Wausau and

County of Marathon for the FY 2022 Byrne Justice Assistance Grant (JAG) Program Award in the amount of \$14,990.00.

Approved:

Doug Diny, Mayor

GRANT AWARD NUMBER: 15PBJA-22-GG-02874-JAGX

THE STATE OF WISCONSIN

KNOW ALL BY THESE PRESENT

COUNTY OF MARATHON

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF WAUSAU, WISCONSIN AND COUNTY OF MARATHON, WISCONSIN

2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award

This agreement is made and entered into this 17th day of June, 2024 by and between the COUNTY of Marathon, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Wausau, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Marathon County, State of Wisconsin, witnesseth:

WHEREAS, this agreement is made under the authority of Section Wis. Statutes §66.0301 Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of the agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

Marathon County will serve as the fiscal agent for the dispersion of the \$14,990 of JAG funds and will not request Administrative Funds from the JAG grant for this fiscal responsibility.

Section 2.

Marathon County and the City of Wausau will share the JAG funds in which these funds will be used to jointly purchase "GrayKey" software. Wausau Police Department and the Marathon County Sheriff's Office agree each government entity is responsible for costs which exceed their eligible amount. The City and County agree to use this grant amount until the end of the grant, October 1, 2023.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

MEMO: JAG (Justice Assistance Grant)

06/26/2024

The Wausau Police Department partners with the Marathon County Sheriff's Department every year in our application to the Federal Government for a JAG grant. The Marathon County Sheriff's Department facilitates and manages the grant.

Prior to receiving funding, governing bodies from Marathon County and the City of Wausau must approve the acceptance of the grant.

This year the JAG grant is for \$16,490. After discussing how best to utilize these funds, the Wausau PD and Marathon County Sheriff's Department agreed to again spend the funds on digital forensic computer software utilized in the processing of cell phones. The total cost of this software is more than \$20,000 per year. The Wisconsin Department of Justice and the Marathon County Sheriff's Office have agreed to partner with us and fund the remainder of the purchase price.

We failed to complete the Interlocal Agreement last year in our application for the JAG grant. Fortunately, we are still eligible to receive these funds retroactively provided we deliver a signed agreement. Attached to this memo is both the current and past agreements.

The Wausau Police Department and the Marathon County Sheriff's Office have used our annual JAG grant to purchase software for the last several years.

Searching the contents of cell phones has become an important part of many criminal investigations. Oftentimes the cell phones we seize as evidence are locked, or password protected. This software will unlock cell phones. After using this, or similar software for the several years, we have found this tool to be very important in our investigations and necessary.

The Wausau Police Department is asking that a motion be made to accept the current JAG Grant in the amount of \$16,490 to be used to purchase forensic software in partnership with the Marathon County Sheriff's Department and accept the retroactive JAG Grant from last year in the amount of \$14,990.

Thank you,

Matthew Barnes

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain

GRANT AWARD NUMBER: 15PBJA-22-GG-02874-JAGX

Section 3.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 4.

Nothing in performance of this agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 7.

By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

CITY OF WAUSAU, WISCONSIN/COUNTY OF MARATHON, WISCONSIN

Mayor Doug Diny



County Board Chairman Kurt Gibbs

ATTEST: APPROVED AS TO FORM:

City Clerk Kaitlyn Bernarde



County Corporation Counsel Michael Puerner

APPROVED AS TO FORM: _____

Contract Authorization

City Attorney Anne Jacobson

*By law, the Marathon County Corporation Counsel may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2023 Byrne Justice Assistance Grant Program Award	
Committee Action:	Pending
Fiscal Impact:	Grant award of \$16,490.00
File Number:	24-0707
Date Introduced:	July 9th, 2024

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

RESOLUTION

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

WHEREAS, applications were due in response to a FY 2023 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), in 2024; and

WHEREAS, the Wausau Police Department and Marathon County Sheriff’s Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for “criminal justice,” – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., digital forensic computer software utilized in the processing and unlocking of cell phones; and

WHEREAS, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of \$16,490.00, has been received; and

WHEREAS, your Finance Committee on July 9th, 2024, received public comment and recommended acceptance of the grant; and

WHEREAS, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an Interlocal Agreement between the City of Wausau and

County of Marathon for the FY 2023 Byrne Justice Assistance Grant (JAG) Program Award in the amount of \$16,490.00.

Approved:

Doug Diny, Mayor

City of Wausau, 407 Grant Street, Wausau WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the City of Wausau to enter a 3-year (2024-2027) shared services agreement with the Wausau School District for School Resource Officers.

Committee Action: Pending

Fiscal Impact: City: \$238,000/year District: \$306,000/year

File Number: 24-0708

Date Introduced: July 9, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Results in approx. \$100,000 in additional revenue
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i> Approx. \$238,000 per year
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the Wausau School District (DISTRICT) desires law enforcement services to be provided to DISTRICT schools and the community by the City of Wausau (CITY), namely, the providing of such services through School Resource Officers (“SROs”);

WHEREAS, the Parties desire to foster a relationship of mutual respect and understanding in order to build positive, supportive, safe and secure school environments;

WHEREAS, the DISTRICT and the CITY desire to enter into an agreement for the purposes of setting forth and defining the roles and responsibilities of the Parties in the delivery of law enforcement services to the DISTRICT and community;

WHEREAS, the provisions of 20 U.S.C. § 1232(g) and 34 C.F.R. §99.8 of the Family Educational Rights and Privacy Act (“FERPA”), permit the DISTRICT, at its option to designate a unit of commissioned police officers as the DISTRICT’s “Law Enforcement Unit” to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, or (2) maintain the physical security and safety of the DISTRICT and hereby so designate such unit; and

WHEREAS, your Finance Committee, at its July 8, 2024 meeting has reviewed and recommended approval of the 2024-2027 shared services agreement;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, the City of Wausau is authorized to enter into a 3-year (2024-2027) shared services agreement with the Wausau School District for School Resource Officers.

Approved:

Doug Diny, Mayor

To: Finance Committee

From: Matthew Barnes, Chief of Police

Date: 6/26/2024

Re: Renewal of SRO Shared Services Agreement with WSD (2024-2027)



**SCHOOL
RESOURCE
OFFICERS**



**2024-2027
CONTRACT**

Synopsis

The Police Department is seeking approval of its 3-year shared services agreement by and between the Wausau School District and City of Wausau for school resource officers (SROs).

Introduction

The Police Department is seeking your approval of a new shared services agreement between the City of Wausau and the Wausau School District, effective from August 1, 2024, to July 31, 2027. The current contract, which concludes on July 31, 2024, has facilitated a productive partnership, particularly in terms of the provision of school resource officers (SROs) by the Wausau Police Department.

The Police Department supplies four SROs and two therapy dogs. The SROs are assigned to each high school and middle school. Middle school SROs extend services to elementary schools on their respective sides of the river.

Overview of Proposed Agreement Changes

1. **Reimbursement Rate Increase:**

The new shared services agreement between the City of Wausau and the Wausau School District represents a well-considered and mutually beneficial partnership. The proposed changes ensure the financial responsibilities are more equitably shared and that our SROs are adequately trained and compensated for their invaluable service.

We respectfully urge the City Finance Committee to approve the new agreement, thereby continuing to support the essential role of school resource officers in our community.

Possible Motion

To approve the 2024-2027 shared services agreement by and between the Wausau School District and City of Wausau for school resource officers.

- The current contract stipulates a reimbursement rate of 50% of the SROs' wages and benefits for nine months of the year.
 - The proposed contract increases this rate to 75% for the same period. This adjustment is justified by the significant amount of time SROs dedicate to the schools, ensuring safety and fostering a positive environment for students and staff.
2. **Training Reimbursement Increase:**
- The annual training reimbursement will increase from \$1,400 to \$2,000. This increment supports the continuous professional development of our SROs, ensuring they are equipped with the latest skills and knowledge to serve our school community effectively.

Financial Impact

The proposed changes will result in approximately \$100,000 in additional reimbursement to the City of Wausau per year. This increase reflects a more accurate and fair allocation of costs based on the actual time and resources committed by our officers to the District.

The maximum annual cost for four SROs is about \$544,000. The proposed contract would cover up to 56% of that cost, or about \$306,000 annually.

Justification

- **Equitable Cost Distribution:** The shift from 50% to 75% reimbursement is a conservative yet fair adjustment that aligns more closely with the actual time SROs spend in schools. This ensures a more equitable distribution of costs between the City and the School District. Shifting additional cost to the District also results in a more equitable distribution of cost-share with non-residents. Those residing outside the City limits who have children enrolled in the School District will now share in a greater cost of the services they benefit from.
- **Value of SROs:** Both the Police Department and the Wausau School District place high value on the presence of SROs. These officers play a crucial role in maintaining safety, providing mentorship, and building positive relationships with students.
- **Enhanced Training:** Increased training reimbursement ensures that our officers receive adequate professional development, keeping them prepared to address the dynamic challenges within the school environment.

Possible Use of Additional Income

As reported to Finance and Council in preceding months, the Victim Resource Unit, comprised of a mental health therapist, crime response specialist, and officer will see a minimum decrease of \$68,400 to its budget in the '24 – '25 federal fiscal year (beginning October '24). Grant awards will not be announced until August/September. We anticipate using the additional income realized through the shared services agreement to sustain the vital services the Victim Resource Unit provides.

Wausau School District Action

On June 24, 2024, the Wausau School Board granted preliminary approval of the shared services agreement. Final action will be taken on Monday July 8th.

Recommendation

**SHARED SERVICES AGREEMENT
BY and BETWEEN
WAUSAU SCHOOL DISTRICT
AND
CITY OF WAUSAU
for
SCHOOL RESOURCE OFFICERS**

Pursuant to the authority granted by Wis. Stat. § 66.0301, this SHARED SERVICES AGREEMENT (“Agreement”) is being entered into by and between the WAUSAU SCHOOL DISTRICT, a Wisconsin school district (“DISTRICT”), and the CITY OF WAUSAU, a body corporate organized under the laws of Wisconsin (“CITY”) (collectively referred to hereinafter as “Party” or “Parties”).

RECITALS

The Parties recite and declare as follows:

WHEREAS, the DISTRICT desires law enforcement services to be provided to DISTRICT schools and the community by the CITY, namely, the providing of such services through School Resource Officers (“SRO”);

WHEREAS, the Parties desire to foster a relationship of mutual respect and understanding in order to build positive, supportive, safe and secure school environments;

WHEREAS, the DISTRICT and the CITY desire to enter into an agreement for the purposes of setting forth and defining the roles and responsibilities of the Parties in the delivery of law enforcement services to the DISTRICT and community;

WHEREAS, the provisions of 20 U.S.C. § 1232(g) and 34 C.F.R. §99.8 of the Family Educational Rights and Privacy Act (“FERPA”), permit the DISTRICT, at its option to designate a unit of commissioned police officers as the DISTRICT’s “Law Enforcement Unit” to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, or (2) maintain the physical security and safety of the DISTRICT and hereby so designate such unit; and

WHEREAS, the DISTRICT and the CITY have agreed to provide such special law enforcement services to the school system and community upon such certain terms and conditions provided hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to work together to provide for School Resource Officer services, as follows:

A. Scope of Services and Schedule of Payments

Services on behalf of the CITY will be performed by the Wausau Police Department. This Contract is for the placement of four (4) law enforcement officers, known as School Resource Officers, (“SRO”), primarily at John Muir Middle School, Horace Mann Middle School, Wausau East High School, and Wausau West High School in the Wausau School District. The DISTRICT and CITY will jointly determine the placements of individual SROs. The CITY will perform the following services and be paid by the DISTRICT according to the following attachments which are hereby incorporated and made a part of this Contract:

For Services see: Attachment A, “Scope of Services.”

For Payments see: Attachment B, “Payment for Services.”

B. Entire Agreement

The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

C. Assignability/Subcontracting

The CITY shall not assign or subcontract any interest or obligation under this contract without the DISTRICT’s prior written approval.

D. Designated Representatives

1. The CITY designates the Chief of Police or his/her designee as Contract Agent for the Department with primary responsibility for the performance of this contract.
2. The DISTRICT designates the Superintendent or his/her designee as the Contract Administrator for the DISTRICT.

E. Independent Contractor

1. The CITY and the DISTRICT agree that the SRO is an employee of the CITY and will be acting as an independent contractor of the DISTRICT in the performance of such duties under this Agreement. As such, the SRO shall be subject to the administration, supervision, and control of the CITY.
2. The SROs shall be subject to all applicable labor agreement(s), personnel policies, and practices of the CITY except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. Subject to the terms of this Agreement, the CITY shall have the power and authority to hire, discharge, and discipline SROs.

F. Execution and Progress

1. Services under this Contract shall commence as described in Attachment A, Scope of Services.
2. The CITY shall complete the services under this Contract within the time for completion specified in Attachment A, Scope of Services, including any amendments. The time for completion may be extended by the DISTRICT in the event of unavoidable delay caused

by war, insurrection, natural disaster, or other unexpected event beyond the control of the parties.

G. Amendment

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

H. Additional / Special Event Services

The DISTRICT may request the CITY to perform additional services in relation to special events, according to the procedure and compensation set forth in Attachment B.

I. No Waiver

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

J. Severability

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

K. Notices

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, or hand delivered to the addresses of the parties listed below.

For the CITY: Chief of Police
 Wausau Police Department
 515 Grand Avenue
 Wausau, WI 54403

Copy to: City Clerk
 City Hall
 407 Grant Street
 Wausau, WI 54403

For the DISTRICT: Superintendent

Wausau School District
415 Seymour Street
Wausau, WI 54403

L. Third Party Rights

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

M. Jurisdiction and Venue

This contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin and enforced in Marathon County Circuit Court.

N. Compliance with Applicable Laws

The DISTRICT, its agents and employees shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services to be performed under this Contract. The parties understand that there is a labor agreement between CITY and the Wausau Professional Police Association (“WPPA”), which to the extent applicable, governs the relationship between CITY and the SRO.

O. Compensation

Compensation shall be paid in accordance with Attachment B.

P. Indemnification/Hold Harmless

The CITY agrees to defend, indemnify, and hold harmless the DISTRICT, its elected and appointed officials including the school board, administration, employees, agents, representatives and volunteers, individually and collectively, from and against all suits, claims, legal actions, demands, and judgments including any and all damages, liabilities, attorneys’ fees, costs and expenses of whatever kind or nature arising from personal injuries, property damage, bodily injuries or otherwise, that may arise from or alleged to be caused by the CITY or any of its employee’s act, omission, fault or negligence in connection with, or relating to this Agreement.

The CITY agrees to provide a certificate of insurance for liability coverages satisfactorily to the DISTRICT and will name the DISTRICT as an additional insured on said liability policy and provide a physical copy of the additional insured endorsement to the DISTRICT’s representative.

The DISTRICT hereby agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of DISTRICT

or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to the use or occupancy of the DISTRICT's land, facilities, or equipment.

The DISTRICT shall reimburse the CITY, its elected and appointed officials, officer, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The indemnity provision shall survive the termination or expiration of this Agreement.

The DISTRICT further agrees to provide a certificate of insurance for liability coverages satisfactorily to the CITY, including naming the CITY as an additional insured on the certificate of insurance.

Q. Termination

1. This agreement is subject to termination before the expiration of the original term or any extension term under the following circumstances:
 - a. By mutual agreement of the Parties, at any time;
 - b. By one party giving at least 30 days' written notice to the other party;
 - c. At the discretion of the CITY, if DISTRICT materially fails to perform any of DISTRICT's obligations under the Agreement and such failure is not cured within 30 days after DISTRICT's receipt of a written notice from CITY;
 - d. At the discretion of DISTRICT, if CITY materially fails to perform any of the CITY's obligations under the Agreement and such failure is not cured within 30 days after receipt of a written notice from DISTRICT.
 - e. In any event, the CITY shall be entitled to compensation for services satisfactorily rendered through the date of effective termination.

R. Term

The term of this Agreement shall be 3 years, from August 1, 2024 through July 31, 2027.

S. Non-Discrimination

1. In the performance of work under this contract, the DISTRICT agrees not to discriminate against any CITY employee or applicant for employment because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status. The DISTRICT further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
2. In the performance of work under this contract, the CITY agrees not to discriminate against any DISTRICT employee, volunteer, student or student family member because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy,

or marital or parental status. The CITY further agrees not to discriminate against any employee or applicant for employment, subcontractor or person who offers to subcontract on this contract because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

IN WITNESS WHEREOF, the parties hereto have set their hands at Wausau, Wisconsin.

THE WAUSAU SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

Title: Superintendent

Title: President, Board of Education

THE CITY OF WAUSAU, WISCONSIN
a municipal corporation:

By: _____

By: _____

Date: _____

Date: _____

Title: Mayor

Title: City Clerk

ATTACHMENT A

SCOPE OF SERVICES

The City of Wausau (“CITY”) through the Wausau Police Department will provide the following service to the Wausau School District (“DISTRICT”):

I. BACKGROUND:

A. The Chief of Police will assign four (4) law enforcement officers, to DISTRICT schools in the capacity of School Resource Officer (SRO). The DISTRICT and CITY will collaborate to jointly determine the placement of each SRO. These assignments will be on a full-time basis for the school year during the term of this Agreement, as more particularly described below in Section II.

B. Goals

1. The Parties and their respective personnel will work cooperatively to carry out this SRO Agreement so as to enhance the safety of students, staff and the community and maintain an environment in which education and learning can take place. It is the intent of this agreement that the relationship between the Parties be characterized by cooperation and mutual respect for each Party’s policies, duties and responsibilities. It is understood that the CITY remains responsible to adhere to and comply with its own policies and all applicable local, state and federal law.
2. The Parties are committed to providing a balanced approach to police service in the schools reflecting both the community educational role and the law enforcement role of the SRO. The SRO duties shall be consistent with the SRO job description which is attached hereto as Attachment C.
3. The Parties are committed to anti-discrimination. SROs shall perform their duties with due consideration for the mental health status, racial, cultural, ability or other differences of those they serve. The CITY shall provide law enforcement services and enforce the law equally, fairly, objectively, and without discrimination toward any individual or group.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Coordination and Planning

1. The Chief of Police or his/her designee and the Superintendent or his/her designee shall meet at least annually to assess and discuss the scope of services and the implementation of this Agreement.
2. The SRO and the administrator(s) of the SRO’s assigned building shall meet or otherwise communicate weekly, or as otherwise mutually agreed, to discuss daily

activities and other trends or matters that affect the safety and security of students and staff.

B. Training of the SRO

1. The Parties agree that training is critical to the success of this partnership. The SROs shall receive minimum in-service training and certification requirements as would normally apply to all other sworn officers through the CITY.
2. The DISTRICT will provide training to the SRO with regard to school policies, practices and needs throughout the school year, and may be conducted in conjunction with DISTRICT staff training.
3. The CITY shall ensure that the SRO receives relevant training prior to or within 60 days of assignment in a school. Such relevant training may include: crisis intervention / de-escalation, trauma sensitive schools, youth mental health, cultural sensitivity and/or bias.

C. Evaluation of the SRO

1. The CITY shall be responsible for conducting performance evaluations of the SROs in accordance with CITY policy.
2. In conducting such performance evaluations, the CITY shall seek and consider information from the building administrators of the school(s) that the SRO is assigned to perform services as set forth in this Agreement.

D. Pupil Records and Data Sharing

The Parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to DISTRICT pupil records, created or maintained by educational institutions and law enforcement agencies. Consistent with the foregoing, the Parties shall cooperate and coordinate investigations in their mutual interest and promptly debrief all critical incidents.

1. For the purposes of access to student records by an SRO, the SRO is also considered a “school official” as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. An SRO may be provided access to student information only as needed by the SRO to perform his duties related to educational or school administration activities when the SRO use of such student information remains under the direct control of the DISTRICT. An SRO may also be granted access thereto in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose such student information consistent with FERPA and Wisconsin pupil records laws, Wis. Stat. § 118.125.
2. If confidential student records information is needed by an SRO for reasons other than the performance of his/her duties related to educational or school administration activities, the information may be released only as allowed by law.

3. Pursuant to 20 U.S.C. § 1232(g) and 34 C.F.R. §99.8 of FERPA, the Wausau Police Department is the DISTRICT's designated Law Enforcement Unit. In order for the Law Enforcement Unit to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, and/or (2) maintain the physical security and safety of DISTRICT schools, the DISTRICT shall provide to the SROs and the SROs Lieutenant, access to a database of the following information for students enrolled in the DISTRICT:
 - a. Directory Data as defined by the DISTRICT Board Policy 8330;
 - b. Parent/guardian name(s) and contact information.
4. Records or other information created and maintained by an SRO for the purpose of ensuring the safety and security of persons or property in DISTRICT schools, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records – even when such records serve the dual purpose of enforcing school rules – and are not subject to the same prohibitions of access or disclosure by SRO.
5. Should the SRO violate the confidentiality requirements or any other requirements of FERPA or Wis. Stat. § 118.125 during the term of this Agreement, the CITY agrees to indemnify and hold harmless the DISTRICT against any claims and actions for damages that may be brought by the affected student or the student's parents or both, the sole and proximate cause of which is the SRO's violation; any damages that may be paid or awarded in any such claims or actions; and reasonable attorney fees incurred by the DISTRICT in defending against any such claims or actions. The DISTRICT shall be responsible for providing the SRO all information necessary for the SRO to comply with the above requirements.

E. Student Discipline

1. The DISTRICT shall handle student disciplinary matters within the school disciplinary process without involving the SRO for enforcement of laws. School staff shall not use or threaten to use the SRO to enforce school policies or rules. DISTRICT policies, administrative guidance, training, and ongoing oversight shall clearly communicate that school administrators and teachers shall be responsible for school discipline and that law enforcement shall not be involved with disciplinary action. To stop an active situation and prevent escalation, the SRO may intervene in student matters similar to all other school and DISTRICT staff (*e.g.*, addressing student misconduct consistent with the DISTRICT's Multi-Level Systems of Support).
2. The SRO will be an ongoing resource to school staff as to understanding the goals and role of the SRO, although the DISTRICT is responsible for staff adherence to the directives herein.
3. It is understood by the parties that confidential student record information with regard to specific student discipline cases will not be shared with non-school personnel except as provided by DISTRICT policy, state and federal law, and Section II (D) above. Confidential law enforcement record information with regard to specific cases will not be shared with non-police personnel except as provided by DISTRICT policy or applicable law.

F. DISTRICT Investigations of Student Misconduct

1. Building administration is charged with the investigation of student misconduct and to respond to incidents that are student discipline matters as set forth herein.
 - a. Building administration may request from time to time that the SRO assist in such investigation.
 - b. The SRO shall participate in such investigation only at the request of a building administrator or his/her designee.
2. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including: disruption/disturbance of schools or public assembly, loitering, profanity, fighting absent physical injury or weapon, shall be considered school discipline issues with consequences to be determined by school officials (rather than warranting formal law enforcement action).
3. The DISTRICT and CITY understand that student misconduct may often be a result of unmet needs and/or services for a student/family, including outside of school. The DISTRICT and CITY consider juvenile delinquency referrals as a means to connect students and families with services and programming needed for success. For repeat, persistent offenses that qualify as criminal or municipal code violations, where misconduct has continued despite prior school-issued discipline and/or counseling, DISTRICT administrators may consult with SROs about progressing to a juvenile referral to Marathon County Department of Social Services (“DSS”) or municipal citation. The DISTRICT and CITY partner and align with DSS’s prioritization of youth diversion and restorative practices for juveniles referred to DSS. A formal referral is required to activate DSS’s authority to mandate participation in services and/or diversion programming.
4. The CITY retains the right pursuant to state and federal law to conduct investigations independently of the DISTRICT.

G. Law Enforcement Interviews of Students Regarding Criminal or Municipal Matters

1. Interviews of Students regarding criminal or ordinance violations by the SRO shall be in accordance with DISTRICT Board of Education Policy 5540, as may be amended from time to time.
2. The CITY agrees to conduct interviews of DISTRICT students in accordance with DISTRICT Policy and state and federal law.

H. Student Searches

1. All searches shall be conducted in accordance with federal and state laws, and applicable DISTRICT policies and guidelines as may be amended from time to time.
2. Upon the request of the DISTRICT or building administration, an SRO may conduct a search of a student and the SRO shall be considered an agent of the DISTRICT when conducting such search.

I. Arrest

1. For offenses committed by students in the school that a student is enrolled in, the SRO, working with building administration, shall consider all available alternatives and qualifications for diversion prior to arrest and/or citation of the student.
2. Whenever practical, arrests of a student, staff, parent, or community member should be accomplished outside of school hours in order to not disrupt the educational process or the school setting.
3. Arrests that must occur during school hours and on school grounds due to the student, staff, parent, or community member being suspected of committing a crime or has posed or is posing a real and imminent threat to students, staff or public safety or pursuant to a warrant should be coordinated through the building administrator to minimize potential disruption. When circumstances do not allow for prior coordination through the building administrator, arrests will be reported to the building administrator as soon as possible.
4. In addition to any required notification of parents and legal guardians by the SRO taking a student into custody, school administrators or their designees are also responsible for an additional notification of parents and legal guardians upon a school-based arrest of a child.

III. ROLES AND RESPONSIBILITIES OF THE CITY

A. SRO will be under the command of the Lieutenant of the SROs and subject to all rules and regulations of the CITY. The Lieutenant of the SRO shall be the direct point of contact between the CITY and the DISTRICT.

1. SROs regularly scheduled duty hours will be 7:30 a.m. to 3:30 p.m. or a similar schedule to coincide with the hours school is in session.
2. In the event of a disaster, terrorist attack, widespread health emergency, or other emergency affecting the CITY, the Chief of Police has the right to temporarily remove SROs from the schools and reassign them to general law enforcement responsibility. In such event, the Chief of Police shall provide the DISTRICT the earliest practicable notice of the need for and likely duration of the temporary removal. Police personnel shall also promptly meet with DISTRICT personnel in order to provide advice and assistance to minimize any negative impact on school. The meetings shall occur in advance of the removal unless it is impossible to do so.
3. The SRO shall wear CITY issued uniforms per the CITY's uniform policy. With request and/or agreement from a school, the SRO Lieutenant may authorize occasional wearing of plain-clothes attire on duty, but that still includes means of identification of the SRO as an employee of the CITY and a sworn law enforcement officer.

B. SROs will coordinate daily activities with the school principal/designee.

applicable hourly fringes (*FICA, Wisconsin Retirement, Income Continuation Insurance, Workers Compensation Insurance, Medicare, Health Insurance, Dental Insurance*).

- C. For reimbursement of Special Event Service costs, the CITY will submit a separate invoice to the DISTRICT after the end of each *school year* (i.e., invoice for 2024-2025 school year Special Event Services will be submitted in summer 2025). Separate invoices may be submitted to individual schools for particular events, as requested by the DISTRICT.

III. Training - cost sharing

- A. The Parties agree SROs are to engage in additional and ongoing training relevant to their special assignment role above and beyond the required training standards established by the State of Wisconsin for sworn law enforcement officers. The CITY retains responsibility for all training costs associated with the SROs maintaining certified law enforcement officer status in the State of Wisconsin, and is committed to excellence in training for its Officers.
- B. The DISTRICT is responsible for costs incurred by the CITY associated with additional SRO-relevant continuing education/training, up to \$500 per SRO (\$2,000 total) per calendar year. Any such costs incurred will be invoiced to the DISTRICT no later than January 30th of the following calendar year.

ATTACHMENT B

PAYMENT FOR SERVICES

- I. The DISTRICT shall be responsible for 75% of the SROs' wages and fringe benefits (excluding regular duty overtime) incurred by the CITY for January—May and September—December (9 months) of each *calendar year*.
 - A. The DISTRICT acknowledges that SROs' wage rates and fringe benefits (*FICA, Wisconsin Retirement, Health Insurance, Dental Insurance, Life Insurance, Medicare, Income Continuation Insurance, Workers Compensation Claims and any resulting costs incurred by the CITY, Uniform Allowance, Firearms Pay*) are subject to change based upon scheduled labor agreement wage increases, and that such changes may impact the DISTRICT's total cost in a given calendar year. In signing this agreement, the DISTRICT acknowledges receipt of a copy of the current CITY of Wausau – Wausau Professional Police Association (WPPA) Labor Agreement (2023-2024).
 - B. For reimbursement of the above cost-share, the CITY will submit an invoice to the DISTRICT after the end of each *calendar year*, to reflect the DISTRICT's cost-share responsibility for the past calendar year (i.e., invoice for 2024 costs will be submitted in 2025).
- II. The DISTRICT may request the service of SROs (and/or other CITY officers) for security and enforcement purposes at various DISTRICT-sponsored athletic and other extra-curricular events outside normal school day hours (“Special Event Service”).
 - A. The CITY will effort to accommodate Special Event Service requests. The DISTRICT acknowledges that such service is provided on overtime, above the officers' normal duty hours, and that the CITY is required by the WPPA Labor Agreement to pay overtime wages.
 - B. For Special Event Service requested by the DISTRICT, the DISTRICT shall be responsible for the full cost of the officers' overtime wages, plus

- the SROs Lieutenant who shall be responsible to take appropriate action as set forth in the agreement between the CITY and the WPPA.
2. Performance concerns or complaints regarding the SROs work shall be promptly brought to the attention of the SROs Lieutenant for investigation and disposition.
 3. The DISTRICT may request the CITY to assign a replacement SRO at a school; the CITY agrees to review said request and meet with the DISTRICT to discuss all concerns.
 4. The CITY further agrees to take said request in consideration when determining whether an SRO should be removed from the school.
 5. The CITY will thoroughly investigate said complaints and take any necessary discipline actions deemed appropriate, which may include immediate removal of the SRO from the school.

there are many situations where its use is appropriate. In accordance with CITY policy, SRO's will generally activate BWC recording, as soon as reasonably practicable, when investigating a report of criminal conduct, engaging in enforcement activities, and/or in contacts that otherwise become adversarial. BWCs will generally not be activated during SROs' routine contacts and travels upon the school premises. All BWC recordings are subject to the CITY's Records Maintenance and Release Policy and possibly FERPA.

IV. ROLES AND RESPONSIBILITIES OF THE DISTRICT

A. The DISTRICT shall provide the following:

1. Secure work space for the SRO.
2. Ancillary support services such as information technology and telephone.

B. Request for SRO Assistance

1. As a general practice, unless there is a clear and imminent threat to safety, requests from school staff for SRO or other law enforcement to enforce a potential law violation are to be channeled through a building administrator or designee.

V. REPLACEMENT AND SELECTION

A. Replacement of SRO

1. If it is reasonably anticipated that the assigned SRO will be unable to perform the duties for periods of less than one month for reasons related to vacation, illness or injury, the Lieutenant of SROs, after consulting the school principal and Associate Superintendent of Schools and Learning, will determine if there is a need to assign police personnel available to fill the temporary vacancy.
2. If the SRO resigns or is otherwise unable or unwilling to perform the duties and the reasonably anticipated absence is one month or longer or is permanent, selection of a replacement shall be made pursuant to Section V.B of this Attachment A.

B. Selection of SRO

1. The assigned officers will be selected in cooperation with the DISTRICT, with the DISTRICT having representation on the CITY's interview panel.
2. The Lieutenant of the SROs will act on behalf of the Chief of Police in making the assignment selections.
3. Selection shall be in accordance with the agreement between the CITY and WPPA.

C. Performance concerns or complaints

1. The DISTRICT should provide periodic feedback regarding SRO performance as well as immediate information regarding significant, serious SRO performance concerns to

1. The SROs' Lieutenant will be a resource to resolve any conflicts which may arise in this area.
2. Use of vacation days / banked time-off should be on a limited basis during days in which students are in attendance as practicable, and are subject to approval of the SROs' Lieutenant.

C. SRO's shall participate in school activities related to:

1. The assessment and training of a safety and security plan for the campus.
2. Participation in the building's School Safety Intervention Team.
3. Supporting and reinforcing the implementation of school policies and rules using appropriate, available professional resources and intervention techniques. The parties understand that the intent is not to use the SRO to enforce school policies and rules which are not also violations of the law, but to turn over such enforcement to school authorities.
4. Building administrative team meetings and other faculty meetings as requested.
5. Problem-solving to prevent crime and promote safety in the school environment.
6. Collaboration with school administrators and other school personnel to support positive school climates that focus on resolving conflicts, reducing student engagement with the juvenile and criminal justice systems, and diverting youth from courts when possible.
7. Providing expert technical advice to school administration related to topics such as school searches for drugs, weapons or other contraband.
8. Coordinating any necessary response from other officers.
9. Presenting educational content for students and staff on topics such as drug awareness, personal safety, alcohol and other drugs, crime prevention, and internet safety.

D. SRO shall participate in the following law enforcement related activities:

1. Dialogue with school staff regarding law enforcement officers' response to critical incidents, including crisis intervention and de-escalation techniques, response to school fights and disturbances, and response to students with mental health needs or other disabilities.
2. When the SRO takes law enforcement action in a DISTRICT building, the SRO shall notify a building administrator as soon as practicable of such action. Whenever practicable, the SRO shall advise a building administrator before requesting additional law enforcement assistance at the school.

E. In developing and implementing law enforcement practices that specifically affect the DISTRICT and the SRO, the CITY shall consult with and take into consideration the views of the DISTRICT.

F. The Parties recognize that at the time of this Agreement, CITY Officers, including SROs, utilize Body-Worn Cameras (BWCs) while on duty. CITY BWC policy is not intended to describe every possible situation in which a portable recorder should be used, although

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving United Way impact grant funding for assisting the unhoused with security deposits.	
Committee Action:	
Fiscal Impact:	Grant award of \$5,250.00
File Number:	24-0709
Date Introduced:	July 9, 2024

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

RESOLUTION

WHEREAS, the United Way impact grant is the primary funding source.

WHEREAS, the Community Outreach Specialist actively works with the unhoused to provide resources to create a sustainable pathway out of homelessness.

WHEREAS, the unhoused face barriers when attempting to secure housing

WHEREAS, landlords are requiring double security deposits.

WHEREAS, many of the unhoused are unable to secure housing due to limited funds and increased amount required for security deposits.

WHEREAS, there are many resources that assist with first month's rent, but there no resources that assist with security deposits.

WHEREAS, the Finance Committee recommends the acceptance of the United Way impact grant funding.

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to approve the United Way impact grant funds.

Doug Diny, Mayor



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

MEMO: United Way Impact Grant

6/27/2024

The Community Outreach Specialist has been actively working with our unhoused population, providing resources, creating a sustainable pathway for them to establish housing and exit homelessness.

There are many barriers the unhoused population face when attempting to secure housing. Amongst these are criminal records, eviction history and financial instability. Many landlords are requiring a double security deposit. Many of the unhoused are unable to secure housing due to limited funds and the increased amount required for security deposits. There are many resources to assist with first month's rent, but there are no resources to assist with security deposits.

I applied for and received a "Community Impact Grant" from the United Way to be used to assist unhoused individuals with security deposits in the amount of \$5250.00. Should the use of these funds prove successful, the potential for expanded funding through United Way exists.

I am asking for approval to accept the \$5250.00 Impact Grant and any additional funding provided throughout the next year. Use of these grant dollars would be included in my monthly materials and presentation to the Public Health and Safety Committee.

Thank you,

Tracy Rieger

Community Outreach Specialist

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Benjamin Graham
Detective Captain

Melinda Pauls
Patrol Captain

Nathan Cihlar
Administrative Captain

CITY OF WAUSAU
ARPA FUNDS EVALUATION CRITERIA

CRITERIA	POSSIBLE SCORE			Solar Array \$800,000	Gary	martens	Becky	Terry	Vicki
	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.	6.8	5	9	6	6	8
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.	6.4	5	5	6	8	8
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).	6.6	4	8	7	9	5
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.	6.2	5	3	7	8	8
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	6.8	8	7	8	6	5
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,	6	3	7	6	6	8
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.	6.2	4	8	6	8	5
CENSUS TRACT ELIBILITY: Does the proposal/project fall within a census tract or benefit those vulnerable popuations and those disproportionately negatively impacted by COVID19?	This project/proposal is not located in a census tract and not designed to benefit those disporpostionately 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 disporpostionately negatively impacted by COVID as interpreted by ARPA regulations?	This project/proposal is located in a census tract or is considered to benefit those disporpostionately negatively impacted by COVID as interpreted by ARPA regulations?	4.6	4	5	0	9	5
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.	4.8	5	3	6	5	5
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	6	6	7	6	6	5
		1	TOTAL	60.4	49	62	58	71	62

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



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%

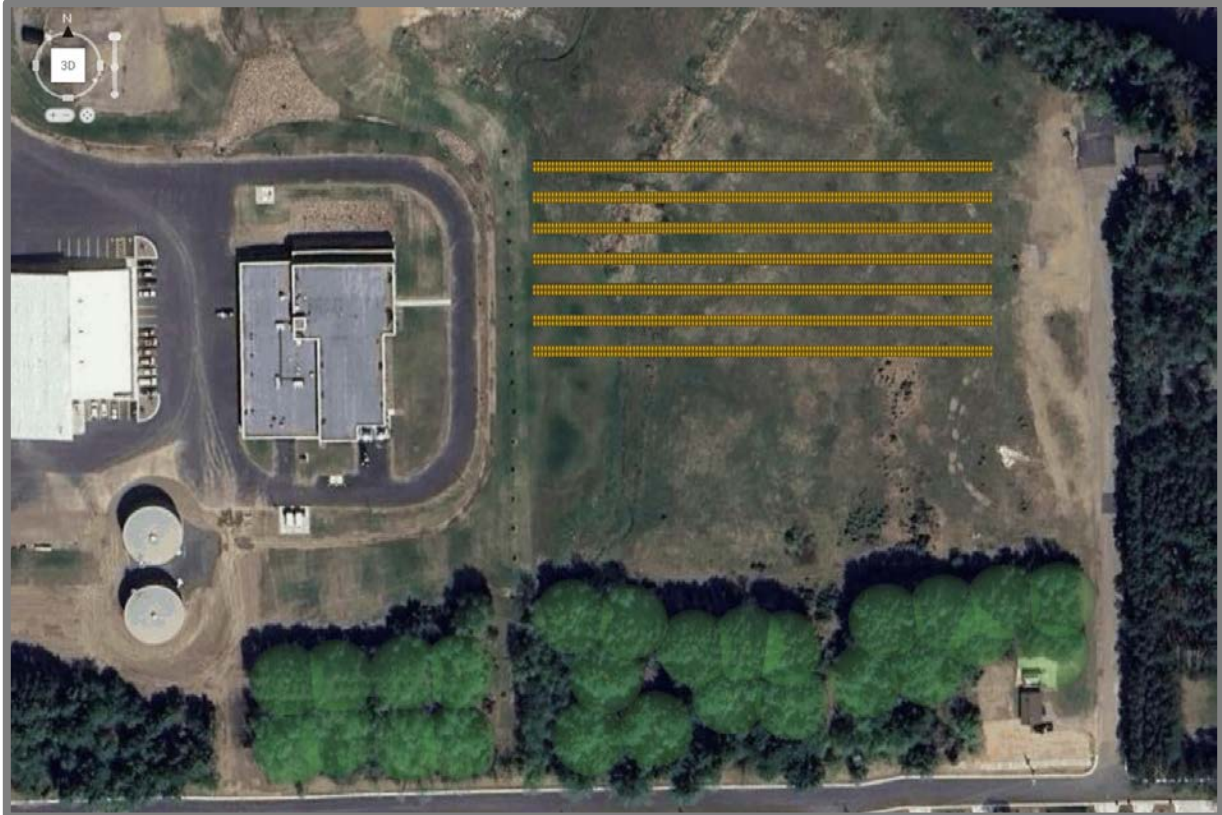
Available incentives to consider	
30% Investment Tax Credit (ITC)	\$2,558,444
10% ITC Bonus – Domestic Content	\$852,815
10% ITC Bonus – LI Community	\$852,815
WI Focus on Energy Rebate	\$25,000
WI PSC Energy Innovation Grant	\$250,000

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
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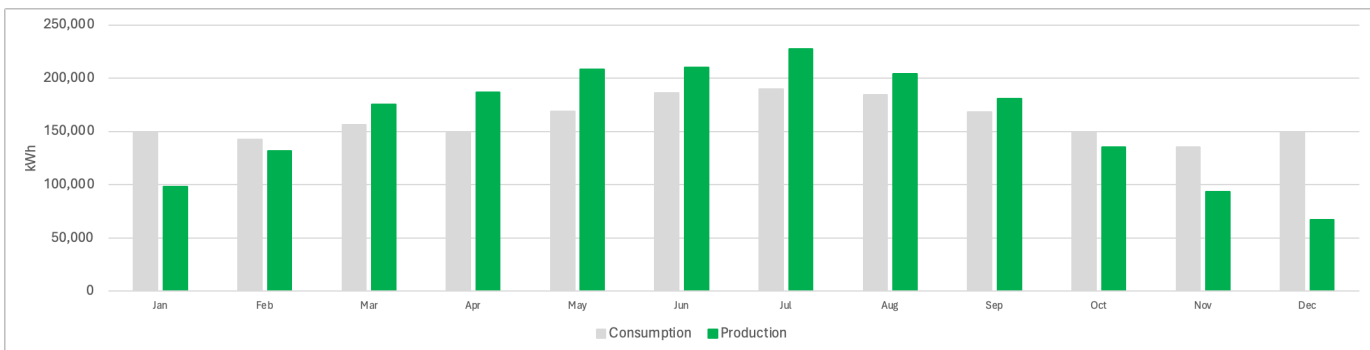


Equipment Assumptions – All Scenarios	
System type	Grid-tied
Racking installation	Ground-mount, fixed-tilt
Modules type	Monocrystalline
Module size	500 W; VSUN500 -132BMH (82.4" x 44.6" x 1.38")
Number of modules (panels)	3,000 (Scenarios 1, 2, and 3); 1,750 (Scenario 1 Alternate)
Inverters	String inverter;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

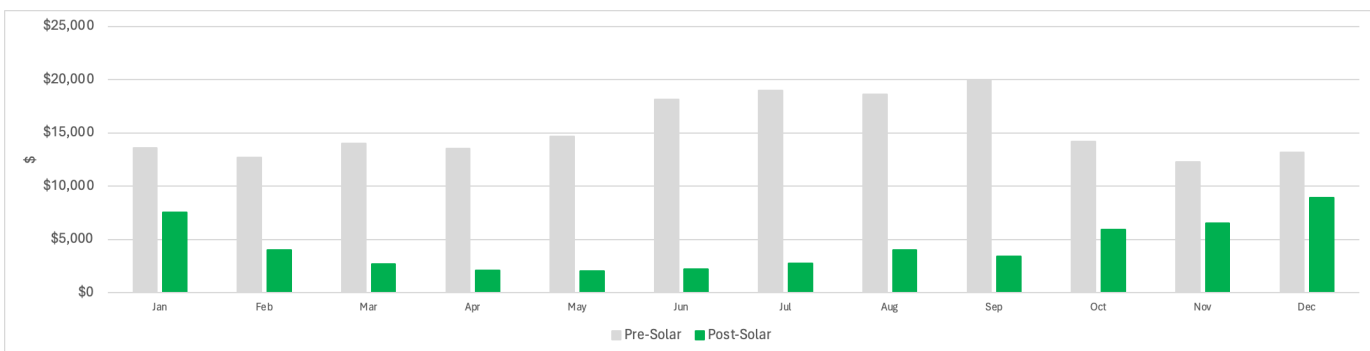
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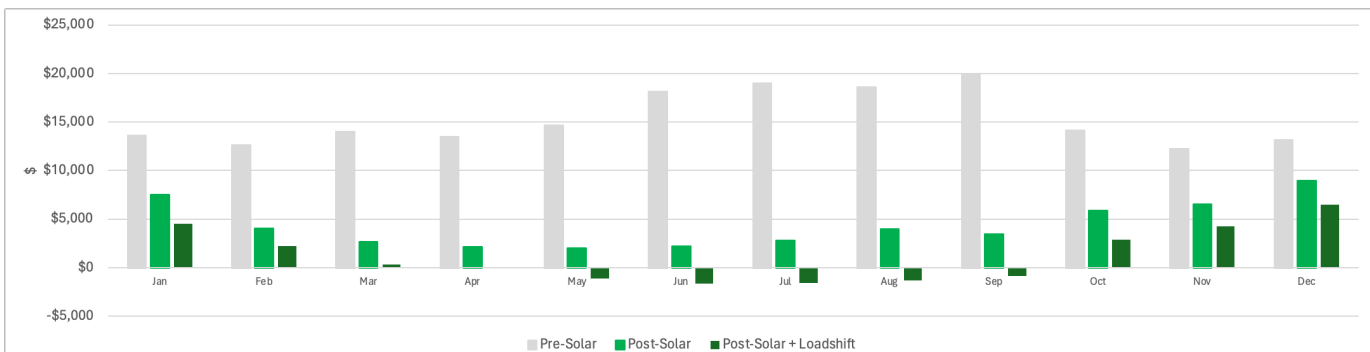
Monthly System Energy Performance – Existing Baseline Consumption vs PV Production (Scenario 1)



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)

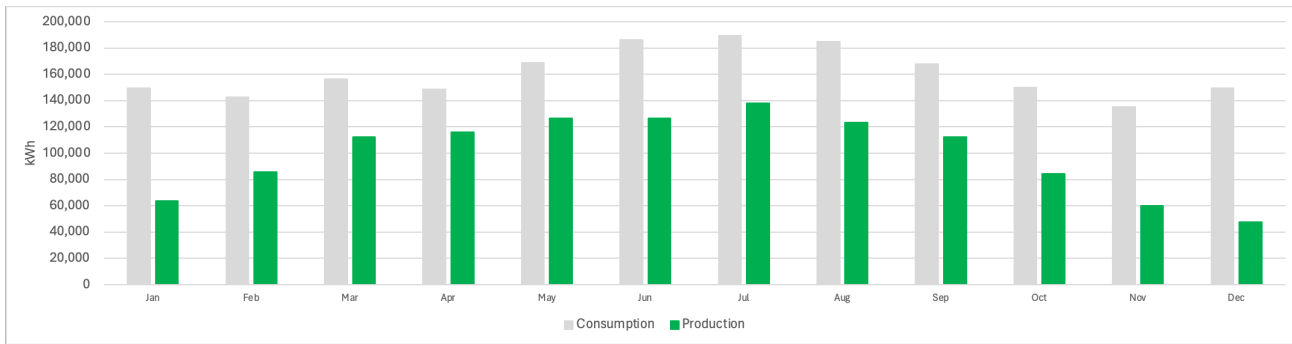


04/12/2024

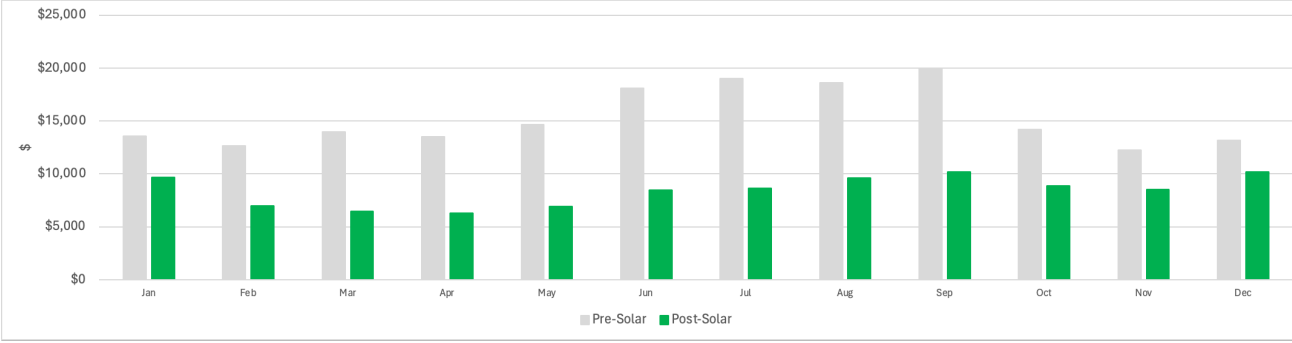
Wausau Water Treatment Facility
 700 Bugbee Ave
 Wausau, WI 54401



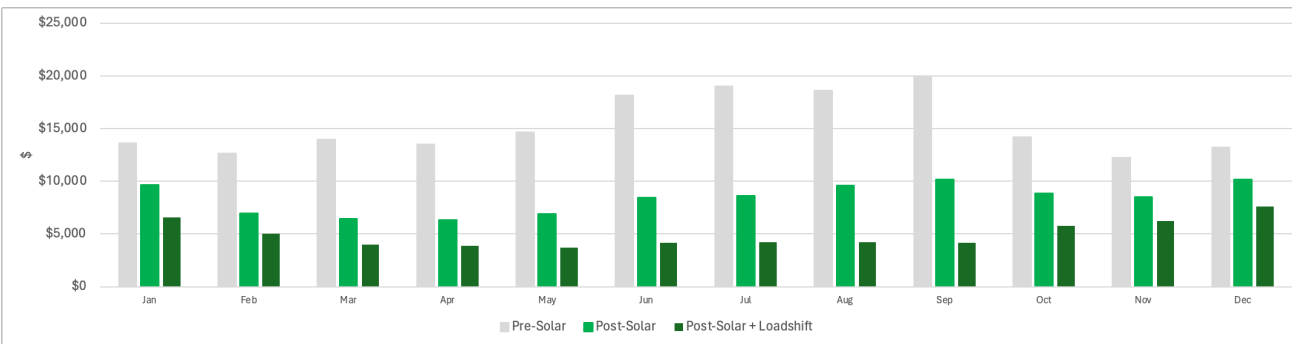
Monthly System Energy Performance – Existing Baseline Consumption vs PV Production (Scenario 1 alt)



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

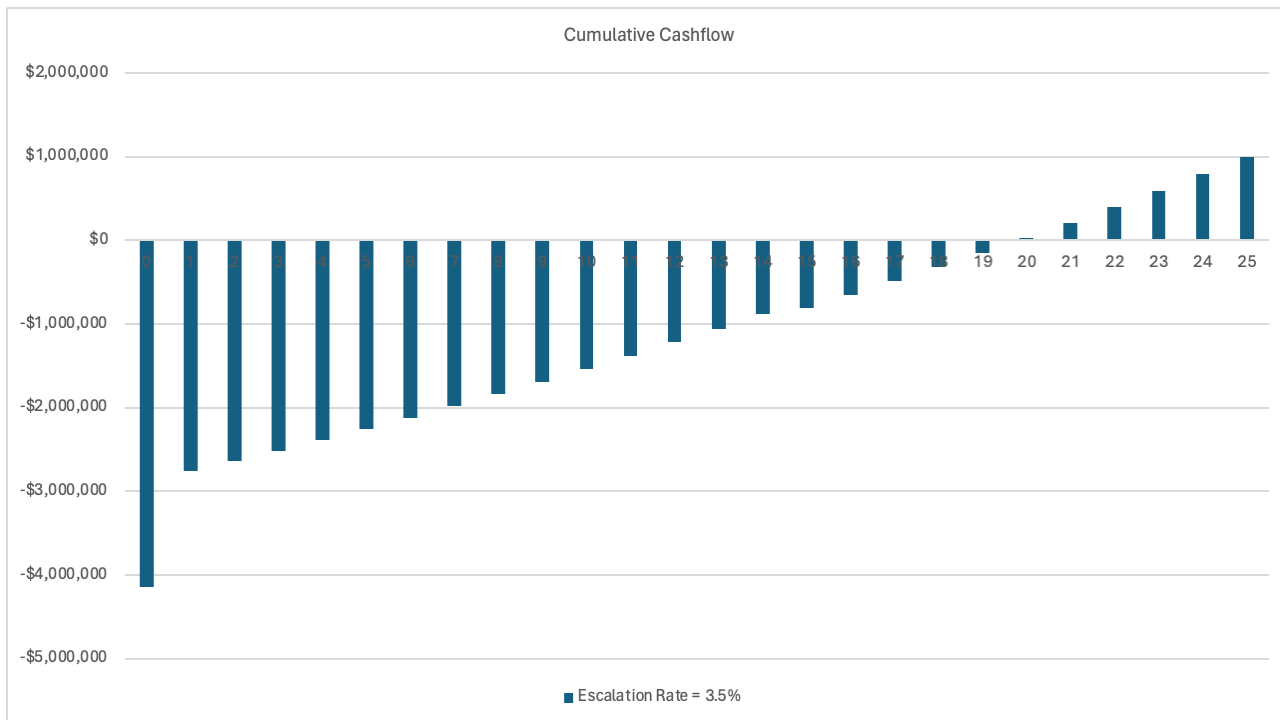
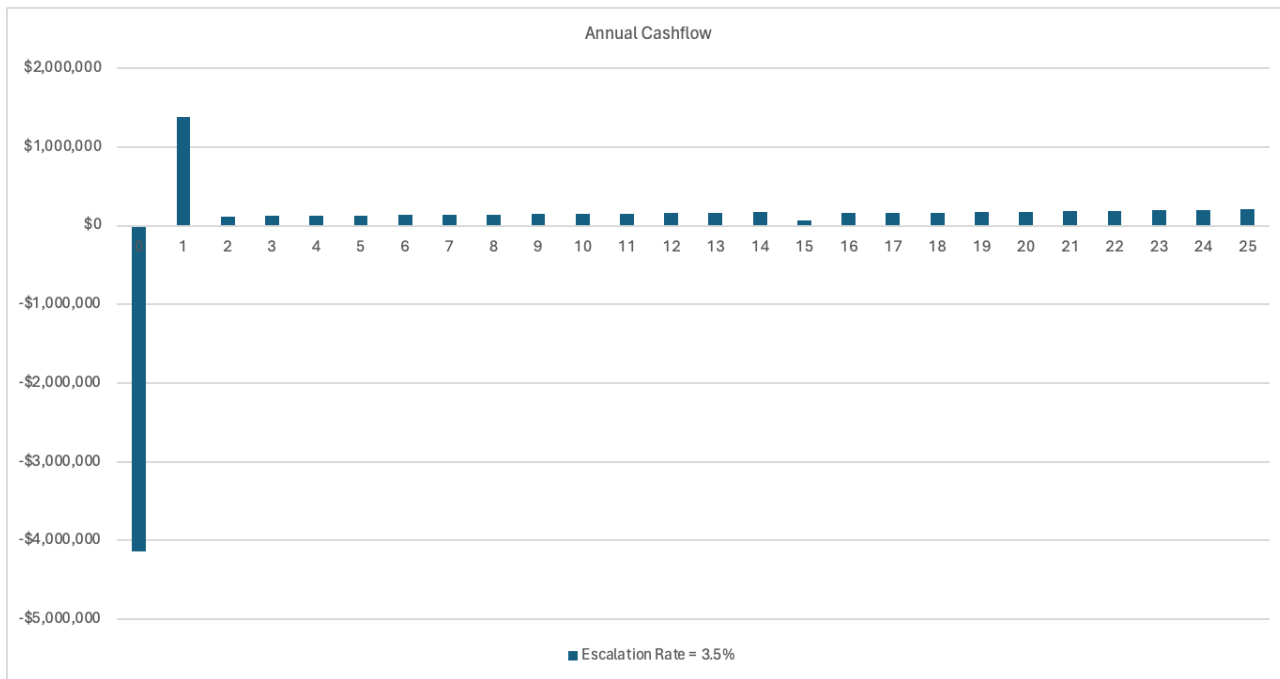
Sum of Export [kWh] Hour	Month												Grand Total
	1	2	3	4	5	6	7	8	9	10	11	12	
0	-	-	-	-	-	-	-	-	-	-	-	-	-
1	-	-	-	-	-	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-	-	-	-	-	-	-
6	-	-	-	-	-	-	-	-	-	-	-	-	-
7	-	-	-	398	1,068	467	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)



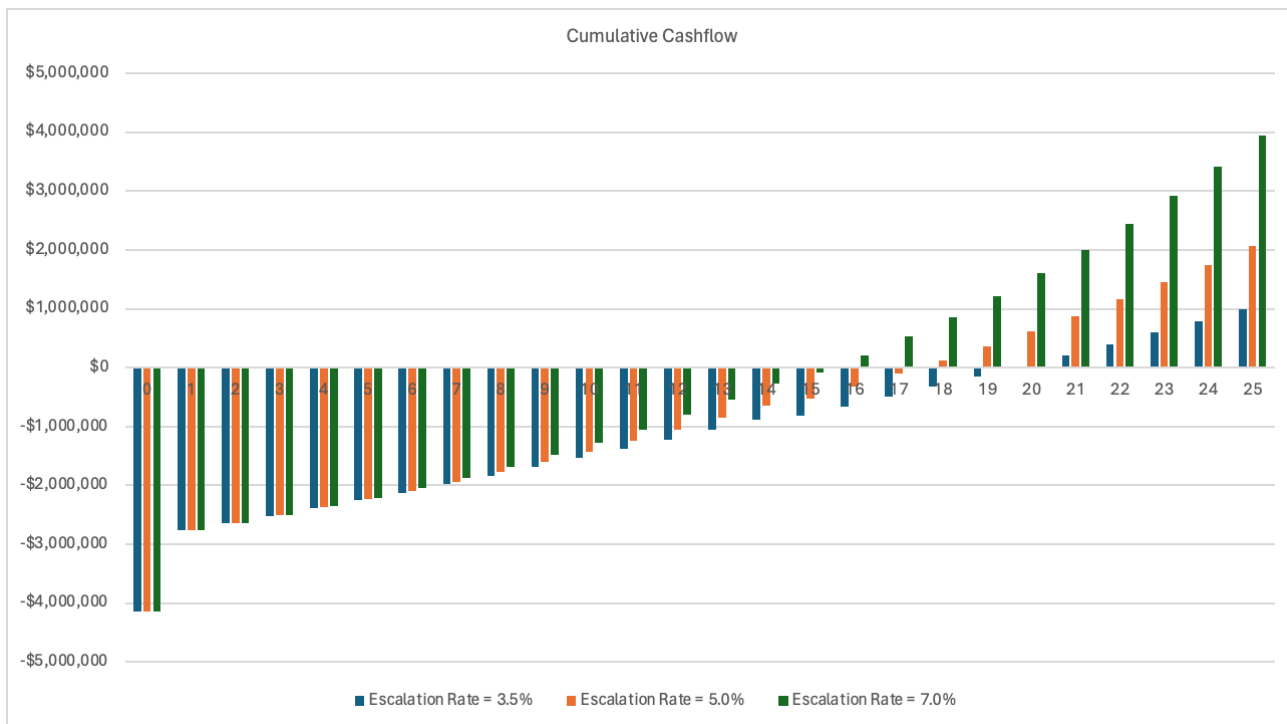
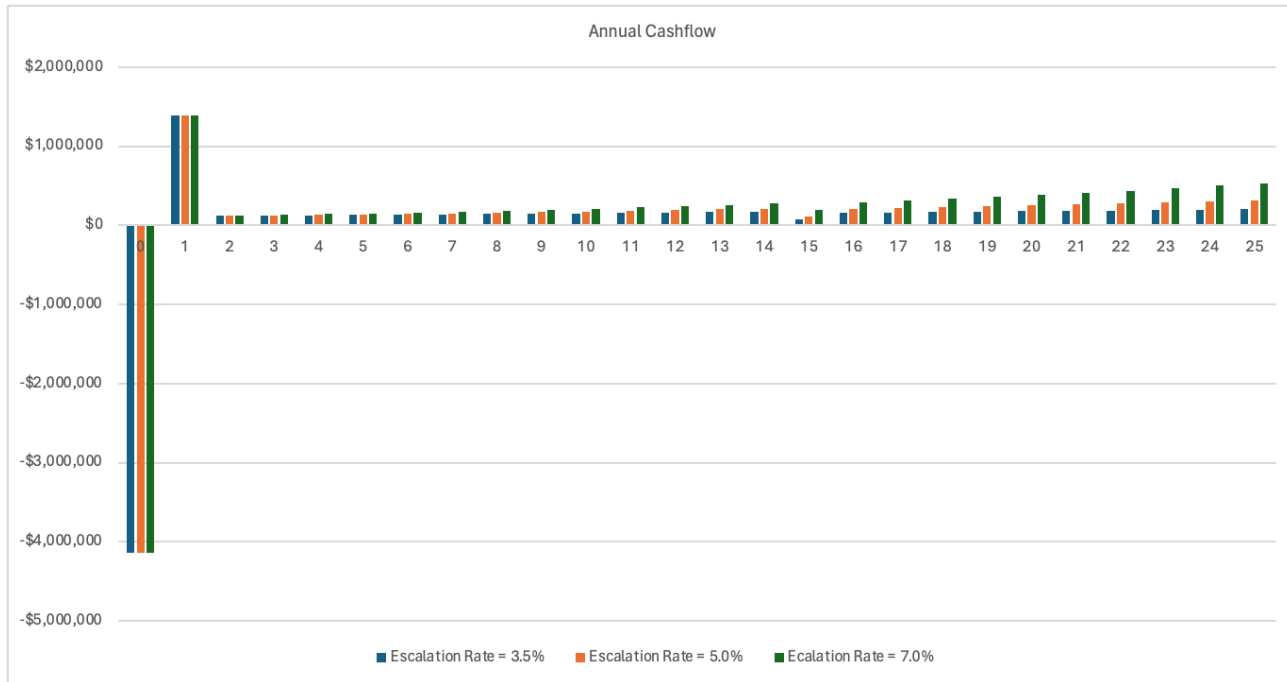
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Return on Investment / Payback Analysis (Scenario 1)

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



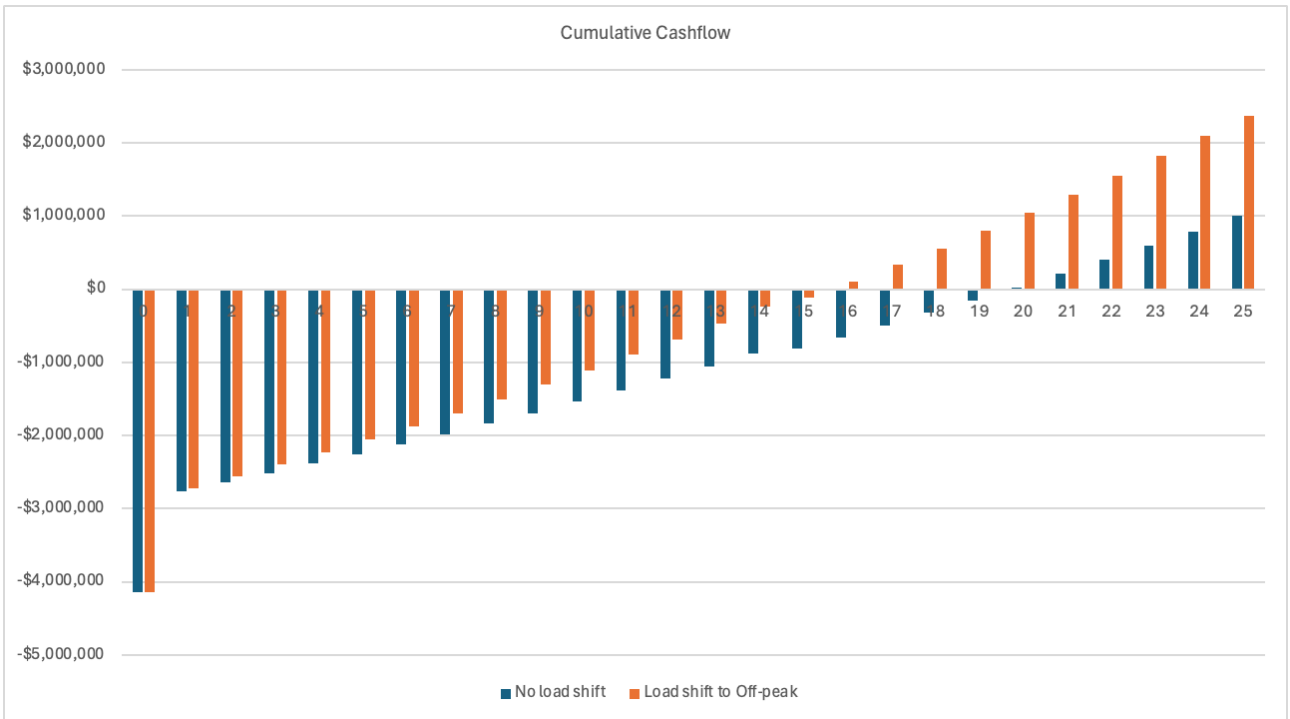
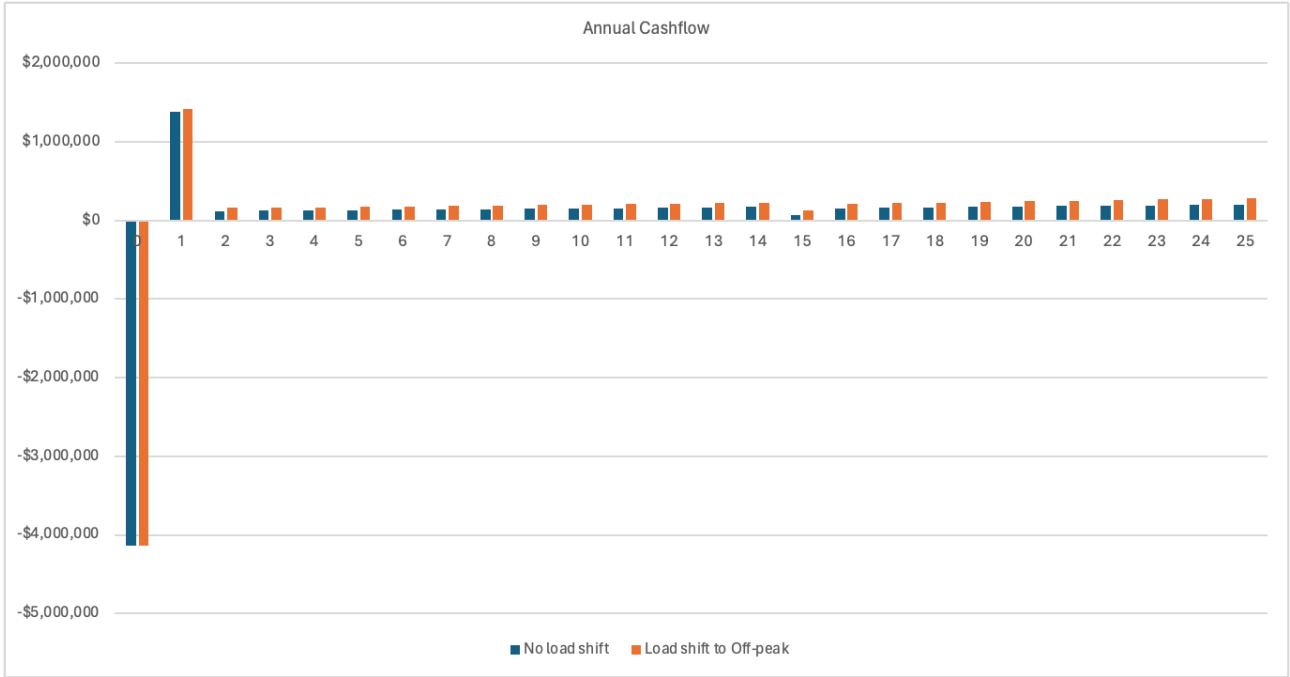
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Return on Investment / Payback Analysis (Scenario 1)

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



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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

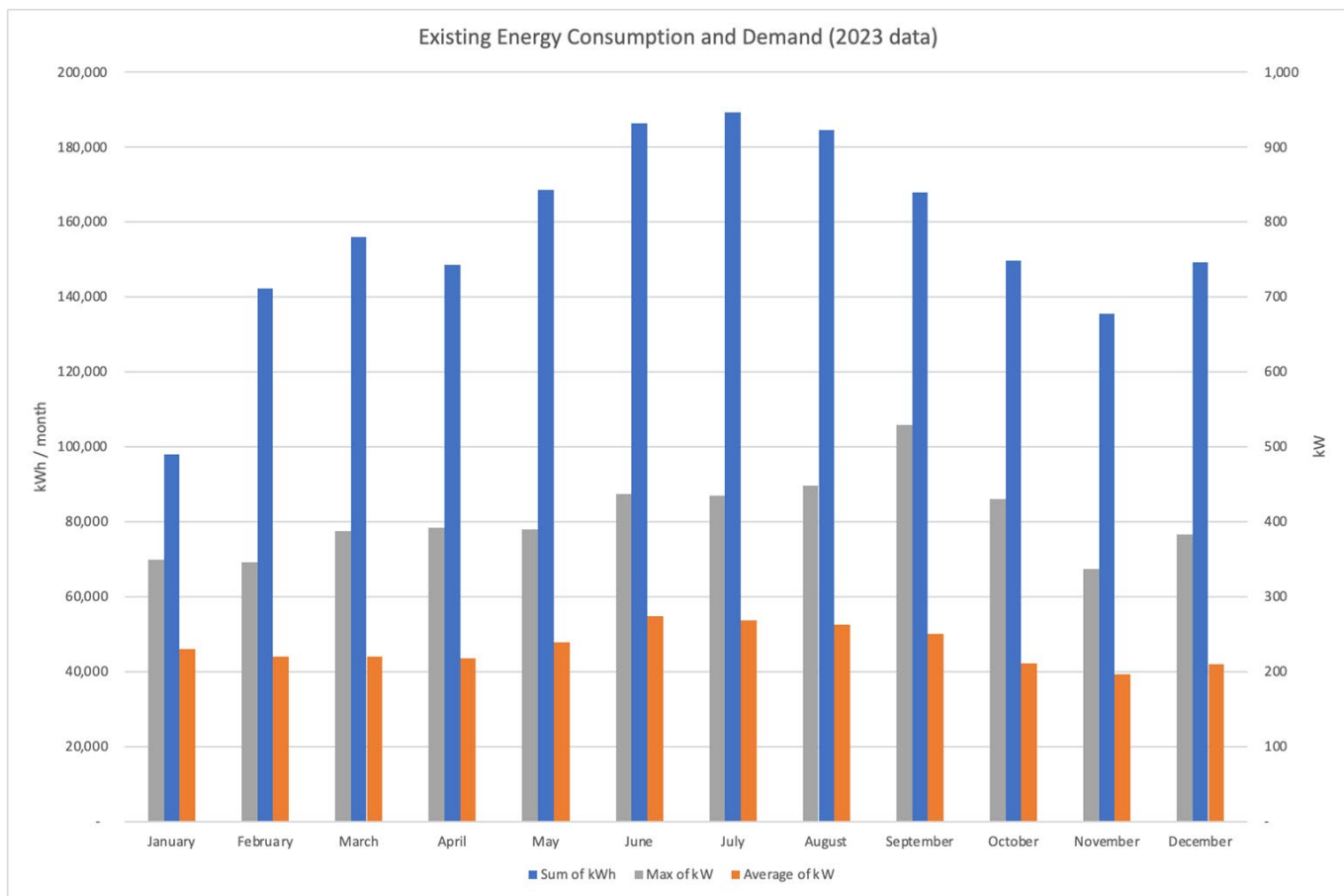
15. Notes on the Federal Investment Tax Credit (ITC).
 - a. Per guidance from the US DOE and the Federal Office for Energy Efficiency and Renewable Energy, as a tax-exempt organization, the City of Wausau is eligible to receive a refund (i.e. direct pay) from the IRS for tax credits on projects placed 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, WI 54401



Baseline Energy Usage Charts



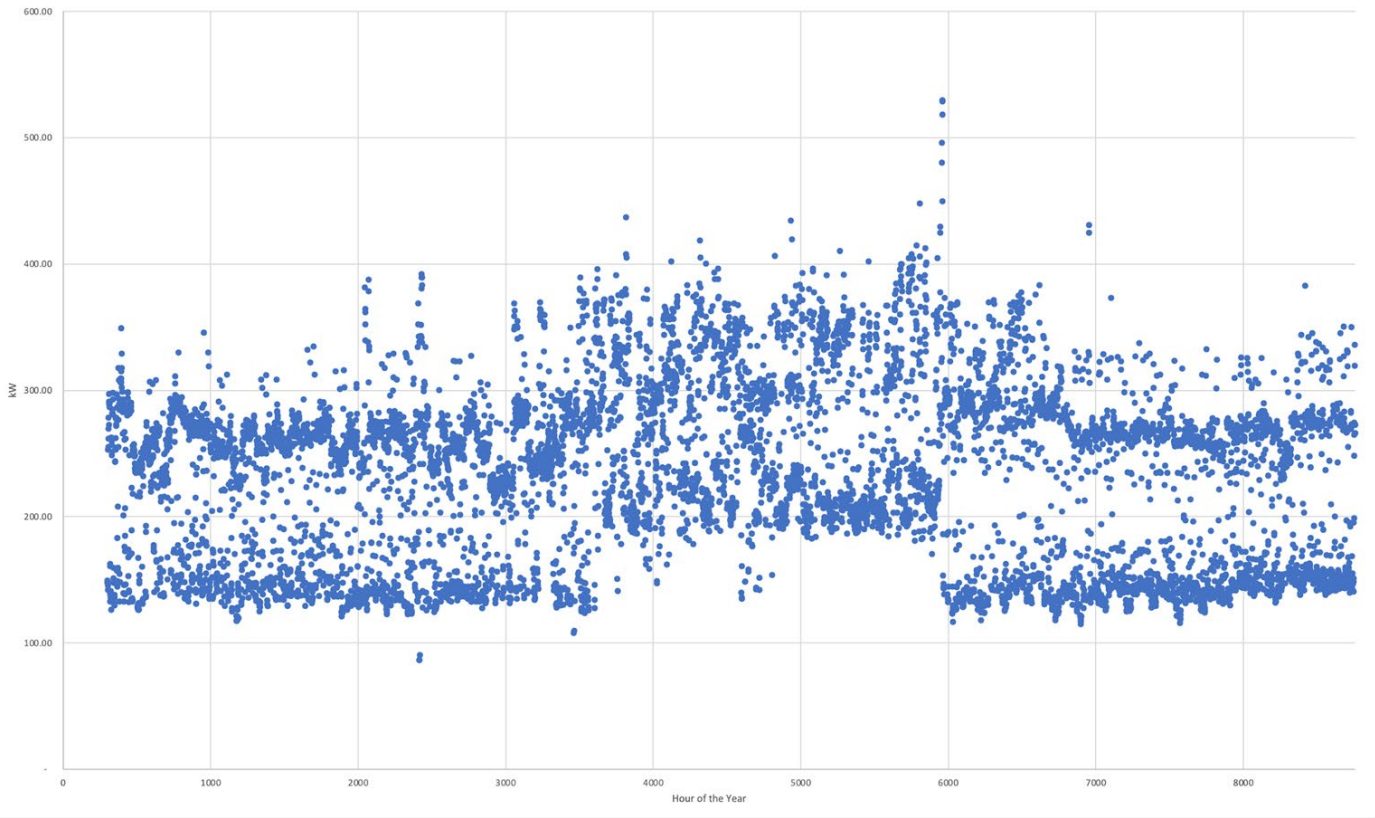
04/12/2024

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)

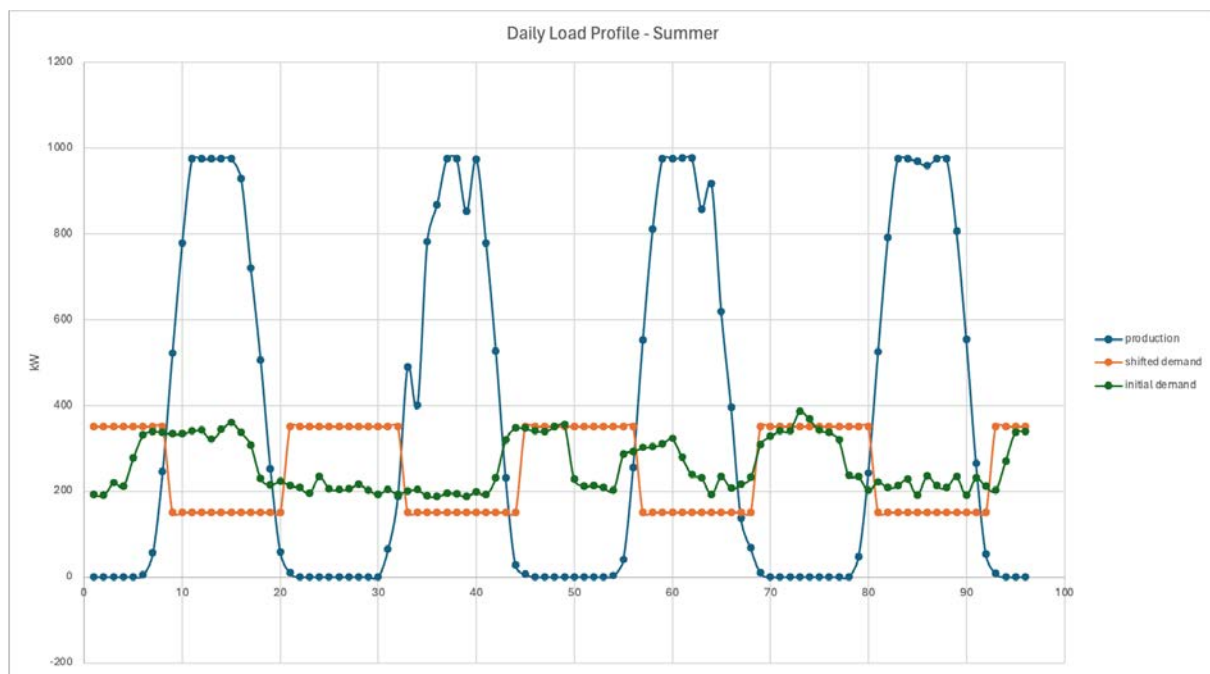
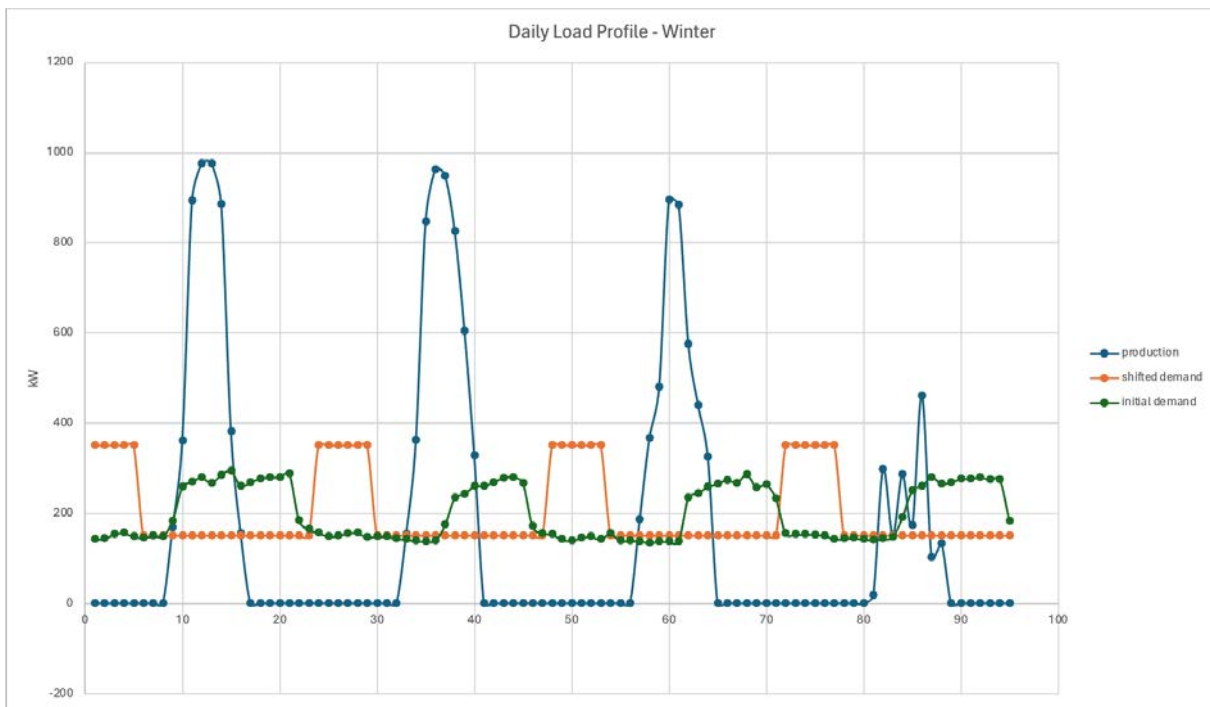
Max of kW Hour	Month												Grand Total
	1	2	3	4	5	6	7	8	9	10	11	12	
0	280	291	332	323	353	437	406	406	405	373	337	280	437
1	298	309	313	323	379	369	388	448	373	317	324	298	448
2	249	330	282	326	300	408	388	404	358	324	317	249	408
3	257	319	282	352	390	405	374	415	323	299	300	257	415
4	258	284	301	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

04/12/2024

Wausau Water Treatment Facility
700 Bugbee Ave
Wausau, WI 54401



Sample Load Profiles – Shifted Load to Off-Peak

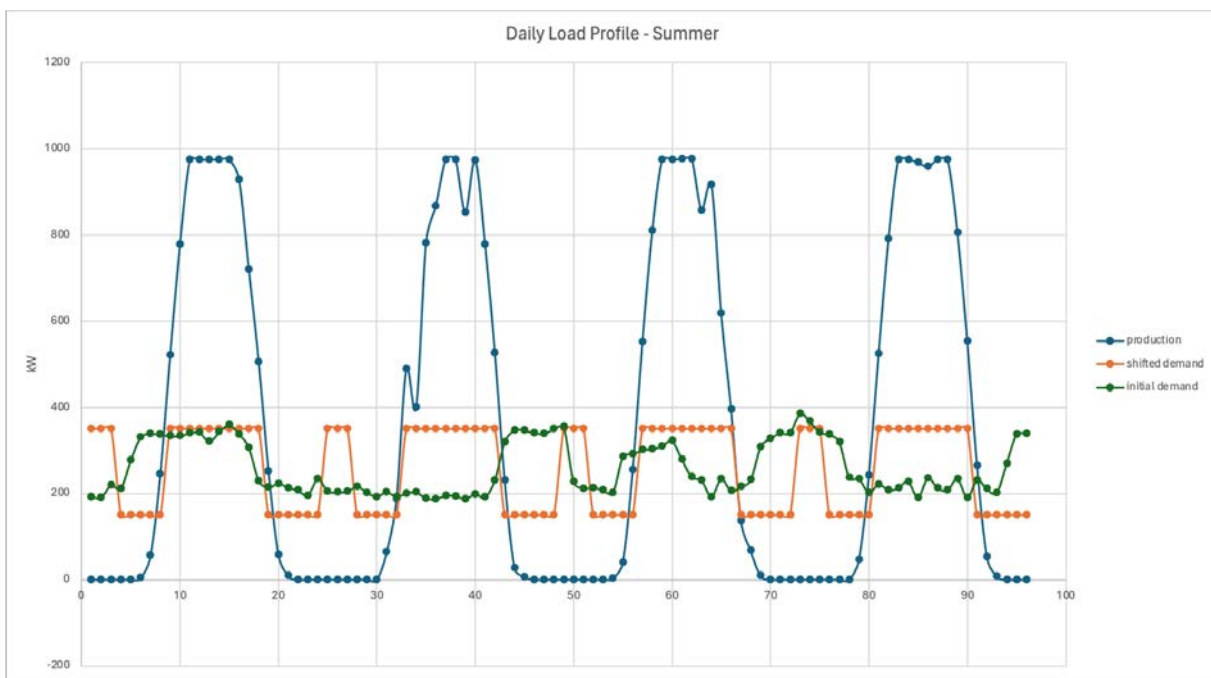
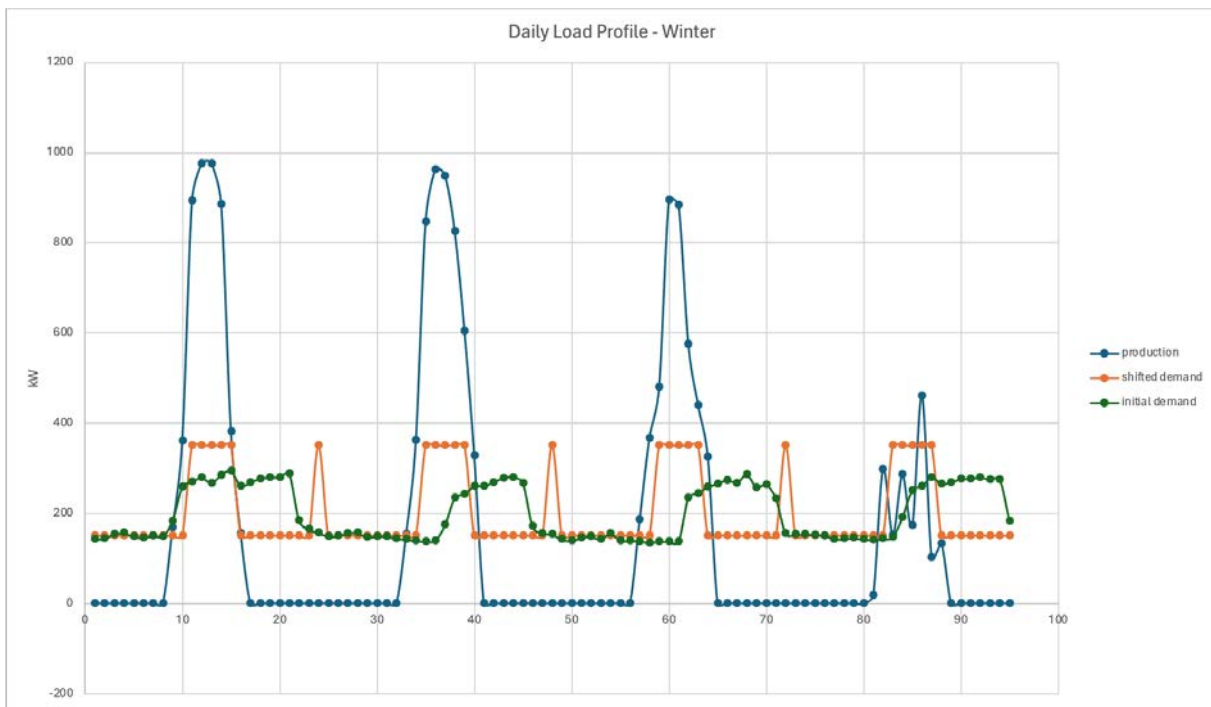


04/12/2024

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

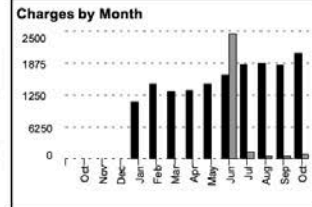
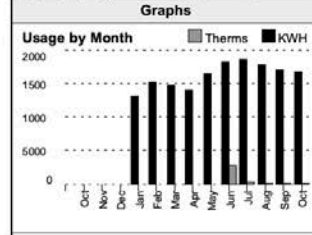
09/12/2023 Previous Balance	\$18,962.40
Balance	\$18,962.40
Total Current Charges	\$21,545.79
Total Current Balance	\$40,508.19

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

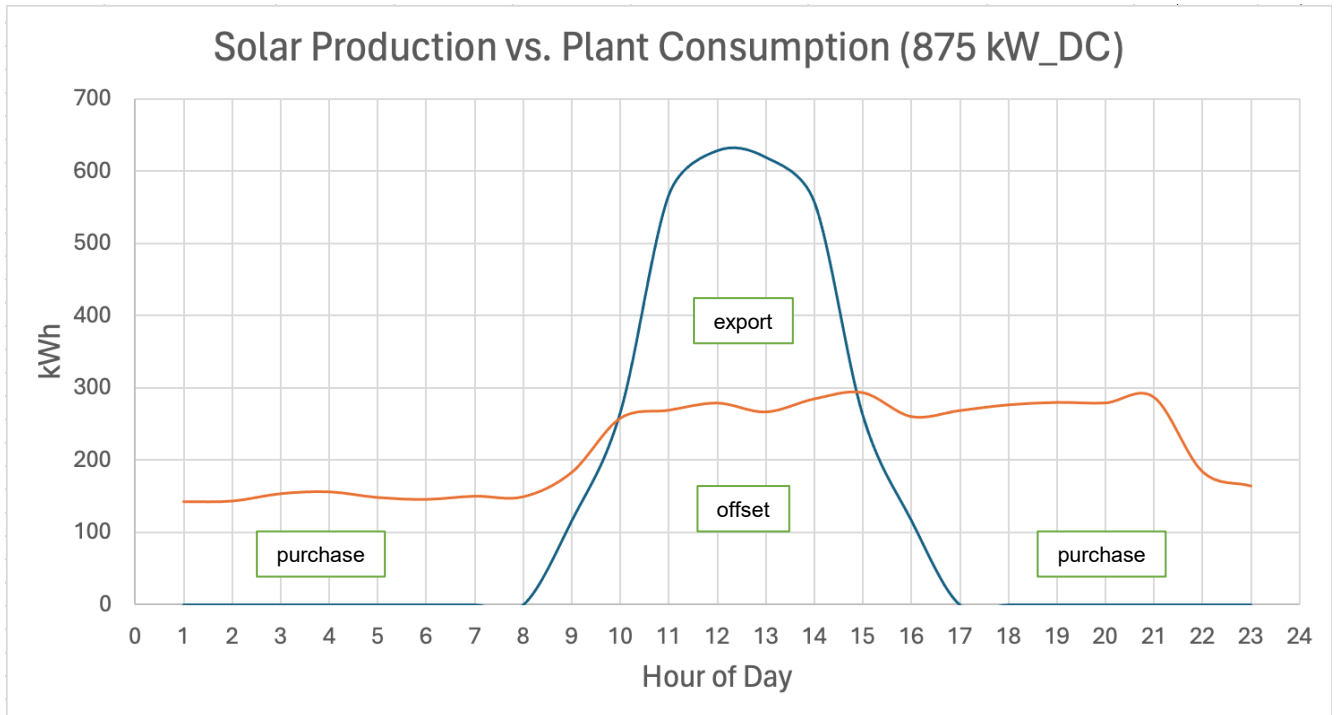
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04/12/2024

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
<u>AVAILABILITY</u> 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.

		<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
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.

	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
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.

**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 accommodate 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 populations 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									
ARPA FUNDS EVALUATION CRITERIA									
CRITERIA	POSSIBLE SCORE			Solar Array \$800,000	Gary	martens	Becky	Terry	Vicki
	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.	6.8	5	9	6	6	8
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 accommodate 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.	6.4	5	5	6	8	8
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).	6.6	4	8	7	9	5
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.	6.2	5	3	7	8	8
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	6.8	8	7	8	6	5
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, eliminate future debt	6	3	7	6	6	8
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.	6.2	4	8	6	8	5
CENSUS TRACT ELIBILITY: Does the proposal/project fall within a census tract or benefit those vulnerable populations and those disproportionately negatively impacted by COVID19?	This project/proposal is not located in a census tract and not designed to benefit those disproportionately 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 disproportionately negatively impacted by COVID as interpreted by ARPA regulations?	This project/proposal is located in a census tract or is considered to benefit those disproportionately negatively impacted by COVID as interpreted by ARPA regulations?	4.6	4	5	0	9	5
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.	4.8	5	3	6	5	5
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	6	6	7	6	6	5
			TOTAL	60.4	49	62	58	71	62



Office of the City Attorney


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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

Memorandum

From: Anne Jacobson 

To: Finance Committee

Date: June 27, 2024

Re: First Amendment to Agreement for Lease of Parking Lot-Third and McClellan Streets (Curly Kale LLC)

Purpose: Amend Agreement for Lease of Parking Lot-Third and McClellan Streets with Curly Kale LLC ("Curly").

Facts: On April 23, 2024, Council approve an Agreement for Lease of Parking Lot-Third and McClellan Streets with Curly for the lease of fifteen (15) parking stalls by the City.

Curly Kale LLC is requesting additional insurance language whereby the City bear the responsibility of liability claims that arise unless they are due solely to Curly's negligence.

Recommendation: Approve First Amendment to Agreement for Lease of Parking Lot-Third and McClellan Streets with Curly Kale LLC.

FIRST AMENDMENT TO AGREEMENT FOR LEASE OF PARKING LOT-
THIRD AND MCCLELLAN STREETS (CURLY KALE LLC)

This Amendment ("Amendment") to the Agreement FOR Lease of Parking Lot – Third and McClellan Streets between Curly Kale LLC, ("OWNER") and the City of Wausau, ("CITY") is made this _____ day of _____, 2024.

WHEREAS, on April 23, 2024, Council approved an Agreement for Lease of Parking Lot-Third and McClellan Streets for the lease of fifteen (15) parking stalls by Curly Kale LLC to the City ("Agreement"); and

WHEREAS, the OWNER is requesting additional insurance language whereby the CITY bear the responsibility of liability claims that arise unless they are due solely to the OWNER's negligence; and

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. As to paragraph 4., the attached Exhibit B is made a part of this paragraph.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

CURLY KALE LLC BY:

Doug Diny, Mayor

Kevin Korpela

Kaitlyn A. Bernarde, Clerk

Megan Curtes Korpela

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, the above named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, the above named Kevin Korpela and Megan Curtes Korpela, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

Insurance Requirements for Lessees

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General Liability can be provided in the form of an endorsement to Lessee's insurance at (least as broad as ISO Form CG 20 10).

Primary Coverage

For any claims related to this contract, Lessee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be more than the Lessee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Lessee hereby grants to the Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

Lessee hereby grants to the Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether the Entity has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT FOR LEASE OF PARKING LOT—
THIRD AND MCCLELLAN STREETS (CURLY KALE LLC)

THIS AGREEMENT, made this _____ day of _____, 2024, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Curly Kale LLC, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER, is the owner of the parking lot on the northeast corner of Third and McClellan Streets, in the City of Wausau, which parking lot is delineated on "Exhibit A" attached hereto and incorporated herein by reference, and shall hereinafter be referred to as "LOT"; and

WHEREAS, CITY wishes to lease LOT so as to provide parking to the public, and OWNER will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY wishes, the current configuration providing for fifteen (15) parking stalls; that in return, CITY agrees to pay OWNER Three Hundred Forty-five and 00/100 Dollars (\$345.00) per month plus an amount of money equal to one-twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) day of the month.
2. CITY shall provide for any type of parking it wishes; CITY shall maintain all parking meters, the asphalt surface, and the grass. CITY shall plow snow in LOT when needed and shall remove snow from sidewalks adjacent to LOT on 3rd Street and McClellan Street at CITY expense.
3. OWNER agrees that it is responsible for the installation of new sidewalk if needed, adjacent to LOT, and OWNER agrees that it shall be responsible for paying any special assessments levied against OWNER and LOT for improvements on Third Street, McClellan Street and the alley.
4. CITY shall provide public liability insurance on LOT only for the purpose of public parking and for the purpose of insuring CITY's interest, and OWNER shall provide liability insurance insuring its interest.
5. This lease shall be for a five-year (5-year) term, commencing on the date above referenced, provided that OWNER may terminate the lease upon 90-day notice if a building is to be moved onto or constructed on LOT.
6. This agreement shall run with the land during this five-year (5-year) lease period and shall be binding upon OWNER, its successors in title or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

CITY OF WAUSAU BY:

CURLY KALE LLC BY:

Doug Diny, Mayor

Kevin Korpela

Kaitlyn A. Bernarde, City Clerk

Megan Curtes Korpela

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, the above named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, the above named Kevin Korpela and Megan Curtes Korpela, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This instrument was drafted by
Anne L. Jacobson
City Attorney for the City of Wausau
407 Grant Street, Wausau, WI 54403-4783

LEGAL DESCRIPTION

PIN: 37.291.4.2907.253.0236

The southerly 47 feet of Lots 1 and 2, Block 3, McIndoe and Shuter's Addition to Wausau, Marathon County, Wisconsin, except the easterly 15 feet of Lot 2, Block 3.



Office of the City Attorney


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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: July 1, 2024
Re: Parking Agreement with Compass Block 15 LLC

Purpose: Discuss parking agreement with Compass Block 15 LLC.

Facts: On July 26, 2019, the city executed a parking agreement with Compass Block 15 LLC for 50 unreserved permit parking spaces in the Jefferson Street Parking Ramp and up to 300 unreserved permit parking spaces in the McClellan Parking Ramp.

On June 13, 2023, Council approved a First Amendment to Parking Space Lease Agreement with Compass Block 15 LLC reflecting the closing of the McClellan Parking Ramp and redirecting the 300 parking spaces to levels 2-4 of the Jefferson Street Ramp and Lots 7, 14 and 20; however, the Amendment has not been executed by Compass Block 15 LLC.

The agreement expires July 31, 2024.

The city will need to determine if the 300 parking spaces will remain in the Jefferson Street Ramp and Lots 7, 14 and 20, and to which location the additional 50 parking spaces should be located.

Other items which will need to be addressed is the lease rate and term of agreement.

FIRST AMENDMENT TO PARKING SPACE LEASE AGREEMENT

This Amendment (“Amendment”) to the Parking Space Lease Agreement between Compass Block 15 LLC, (“Lessee”) and the City of Wausau, (“Lessor”) is made this _____ day of _____, 2023.

WHEREAS, Compass Block 15 LLC and the City of Wausau entered into a Parking Space Lease Agreement for up to fifty (50) unreserved permit parking spaces in a portion of the Jefferson Street Parking Ramp and up to three hundred (300) unreserved permit parking spaces in a portion of the McClellan Parking Ramp (“Agreement”); and

WHEREAS, the City will be permanently closing the McClellan Parking Ramp effective June 1, 2023; and

WHEREAS, a formal notice was sent to Compass Block 15 LLC on May 10, 2023; and

WHEREAS, an amendment to the Agreement shall be made to reflect the closing of the McClellan Parking Ramp.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. As to paragraph 1., LEASE, reference to the up to three hundred (300) unreserved permit parking spaces in a portion of the McClellan Parking Ramp is hereby stricken and the up to three hundred (300) unreserved permit parking spaces shall be available in levels 2-4 of the Jefferson Street Ramp and Lots 7, 14 and 20.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

COMPASS BLOCK 15 LLC BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, Clerk

7/31/24 AIR

CITY OF WAUSAU
PARKING SPACE LEASE AGREEMENT

This parking space lease agreement ("Lease") is made and entered into as of this 26th day of July, 2019, by and between the CITY OF WAUSAU, WISCONSIN a Wisconsin municipal corporation, as "LESSOR" or "CITY", and COMPASS BLOCK 15 LLC whose address is PO Box 6158, Wausau WI 54403, as LESSEE(s):
57402 SU
7/26/19
2800

- 1. LEASE.** Subject to the terms and conditions of this Agreement, CITY leases to LESSEE parking spaces to use in common with other Lessees and the public, up to fifty (50) unreserved permit parking spaces in a portion of the Jefferson Street Parking Ramp and up to three hundred (300) unreserved permit parking spaces in a portion of the McClellan Parking Ramp ("PARKING FACILITY") and adjacent Scott Street lot. LESSEE may use and occupy these unreserved permit parking spaces in the Parking Facility on the indicated dates at the indicated times for the parking rates stated below for the following express purposes and no other purpose: parking is for normal passenger vehicles only including pick-up trucks and passenger size vans provided they meet any height restriction of the PARKING FACILITY. The CITY shall in no manner be obligated to provide any particular parking space. This lease is transferable and may be assigned with prior written consent of the Lessor not to be unreasonably withheld. Eligible unreserved permit parking spaces are identified in Exhibit A.

If the McClellan Street Parking Ramp is no longer serviceable for parking during the term of this lease, the City will provide up to a maximum of 300 unreserved permit parking spaces within 100 yards of the Lessee's office building located at 500 N. 3rd Street.

- 2. TERMS/DAYS/HOURS.** This lease shall be for the period beginning the 1st day of August, 2019, through the 31st day of July, 2024. LESSEE is authorized to park in the PARKING FACILITY seven (7) days per week, twenty four hours per day.
- 3. PAYMENTS.** The lease rate shall be:

Term	Rent
8/1/2019 – 7/31/2020	\$29.00 + sales tax per space per month
8/1/2020 – 7/31/2021	\$32.00 + sales tax per space per month
8/1/2021 – 7/31/2024	Rent shall be Fair Market Rent as defined below*

*Landlord shall notify Tenant of its determination of Fair Market Rent at least one hundred eighty (180) days but not more than three hundred sixty five (365) days prior to August 1, 2021. Upon Tenant's receipt of Landlord's notification, the parties shall make good faith effort to negotiate and agree upon the Fair Market Rent for the third year of the Extended Term within sixty (60) days ("Negotiation Period").

Users of LESSEE's tenants shall access their monthly permits electronically through the City's permitting system.

7/26/19

4. **FINANCE CHARGES.** Fees/rents not paid within the terms of this agreement are subject to a 1¼% per month finance charge.
5. **RULES.** By signature below, LESSEE expressly acknowledges receipt of PARKING FACILITY rules. LESSEE expressly agrees to provide a copy of said Rules to agents, employees, tenants or guests who utilize the PARKING FACILITY. LESSEE is solely responsible to the CITY for any violation of rules by LESSEE's users.
6. **VEHICLES PARKED AT OWNER'S RISK.** LESSEE understands and expressly agrees that the CITY will not accept the vehicle in bailment or for safekeeping; nor shall the CITY be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual personal injury of any nature. LESSEE expressly acknowledges that the CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PARKING FACILITY or to protect individuals using the PARKING FACILITY, or vehicles or property in the PARKING FACILITY, from criminal activity.
7. **DAMAGED PROPERTY.** If LESSEE, or his/her guests or agents, damages any personal property at the PARKING FACILITY, or damages any PARKING FACILITY equipment, in addition to any liability LESSEE may have for any claims, losses or costs arising out of such damage, the CITY may terminate this Agreement.
8. **TERMINATION.** An event of default shall deemed to occur should any of the following events happen:
 - a. failure to timely pay fee or invoice;
 - b. repeated failure of LESSEE, or of his/her guests or agents, to obey the rules of the CITY concerning security, safety, or preservation of the CITY Parking Facilities, during the term of the agreement; or
 - c. failure of the LESSEE to comply with any other term or condition of this agreement, including any addenda or amendments hereto.

In the event of default, the CITY shall notify LESSEE in writing, and the CITY may terminate this agreement immediately upon notice to said LESSEE, without penalty or liability to the CITY.

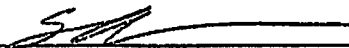
9. **FORCE MAJEURE/OCCUPANCY DISRUPTION.** If the PARKING FACILITY or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of LESSEE or CITY, then this Agreement shall terminate upon at least five (5) days written notice, if practical, to the other party that an event of "Force Majeure" has occurred and prevented performance by the party experiencing the event of "Force Majeure". In the event of a termination by reason of "Force Majeure", the CITY shall not be liable or responsible to the LESSEE for any damages caused thereby and LESSEE waives all claims against the CITY for damages sustained by reason of such termination, except that any unearned portion of payments shall be abated or if previously paid refunded.

[Handwritten signature]
7/26/19

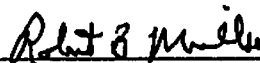
10. **PARKING FACILITY CLOSURE.** The CITY reserves the right to close the PARKING FACILITY for repairs and maintenance. When closing the PARKING FACILITY, the CITY shall seek to avoid any inconveniences to LESSEE. CITY will provide as much advance notice as is possible and will provide alternate parking during the closure period.
11. **RIGHT TO REMOVE.** The CITY reserves the right to remove or expel from the PARKING FACILITY any person engaging in or conducting him/herself in a manner disruptive, abusive or offensive to other patrons at or in the PARKING FACILITY. Neither the CITY nor any of its employees shall be liable to the LESSEE for any damages that may be sustained by LESSEE through the CITY's exercise of such right.
12. **NO ASSIGNMENT.** The LESSEE may not assign its rights, obligations or duties hereunder without first receiving written consent by the CITY of Wausau.
13. **NONWAIVER.** The CITY's acceptance of rent or failure to complain of any action, non-action or default of LESSEE, whether singular or repetitive, shall not constitute a waiver of any of the CITY's rights. If LESSEE's payment of any sum due the CITY is accompanied by written conditions or is represented by LESSEE to be a settlement or satisfaction of any obligation, the CITY may accept and deposit such moneys without being bound by such conditions or representations unless the CITY expressly agrees in a separate written instrument. The CITY's waiver of any right of the CITY, or any default of the LESSEE shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
14. **ATTORNEY FEES.** If the CITY is required to file suit to collect any amount owed it under this Agreement, CITY shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
15. **ENTIRE AGREEMENT/AMENDMENTS.** This agreement constitutes the entire Agreement between the parties, and supercedes any and all previous written or oral agreements or representations between the parties. This agreement may only be amended in writing signed by both parties.
16. **SEVERABILITY.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
17. **NOTICES.** Any notice under this Agreement shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For LESSEE: As listed on page one of this Agreement. For CITY: City Clerk, City of Wausau, 407 Grant Street, Wausau, WI 54403.

IN WITNESS WHEREOF, this Agreement is executed to be effective on the 1st day of August, 2019.

LESSEE

By: 
Name: SHeldon Appanna
Title: Author. and Agent for
Compass Block 15, LLC

CITY

By: 
Name: ROBERT B. MIELKE
Title: MAYOR

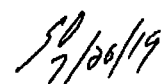

5/7/2019

EXHIBIT A

Eligible unreserved permit parking areas are as follows:

1. **McClellan Ramp**

Parking stalls are available on a first come first serve basis. Permit parking is available at any stall except: metered stalls and specifically signed stalls (such as stalls reserved for customer parking).

2. **Jefferson Street Parking Ramp**

Parking stalls are available on a first come first serve basis at all levels 4 and above.

The City reserves the right to modify these areas in the future.

Parking permits are designated for a specific ramp and are not considered interchangeable.

90
7/20/19

To: Finance Committee
From: Liz Brodek, Development Director
Date: July 9, 2024
Re: Proposed Transfer of ARPA Funds to Wausau
Community Development Authority (WCDA) to Develop
Affordable Housing



Background and Overview

The City received \$15,586,461 of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery (ARPA) Funds from the US Treasury. Through a process developed by this City's Finance Committee with public input, ARPA funds have been allocated on a scored matrix, first-come, first-served basis.

The City's Community Development Department (CDD) applied for and was allocated \$600,000 of ARPA funds for affordable infill housing, and \$500,000 for an affordable multifamily development on September 13, 2022. These were classified as Public Health Negative Economic Impact – Assistance to Low- or Moderate-Income Households for its reporting to the Treasury.

To date, there are \$590,308.53 and \$484,455.00 of funds remaining in those allocations, respectively.

In addition, CDD was awarded \$25,000 of ARPA funds for Housing Counseling on September 13, 2022. The balance of that allocation is \$23,000. It is requested that these funds be reallocated to affordable housing projects.

ARPA funds must be obligated by 12/31/24 and are an invaluable asset to increasing the supply of affordable housing that may not otherwise be built. Affordable housing projects are complex and time consuming. To preserve these ARPA allocations for their intended purpose of affordable housing, Staff is proposing to transfer the funds through a beneficiary agreement.

Wausau Community Development Authority (WCDA)

The WCDA's mission is to provide quality housing options to elderly, disabled, and low incomes residents in a variety of locations and formats and assist in the redevelopment of challenged sites. Transferring the Affordable Infill, Affordable Rental, and Homebuyer Counseling allocations to the WCDA through a beneficiary agreement allows these funds to be retained for retention or creation of affordable housing beyond the 12/31/24 deadline.

In addition, the WCDA has experience in managing complex funds and adeptly executing projects at all scales. As a beneficiary of the funds, the City would not be able to put conditions on the use beyond requiring that they be used to retain or create affordable housing in the City of Wausau.

Particularly, ARPA funds are important to the execution of two main projects:

1. Affordable Infill Housing on Jefferson, Bridge, and Thomas Streets

The original ARPA application for Affordable Infill Housing noted eight City-owned infill opportunities. These did not contemplate the 13 Thomas Street properties. Of the eight other infill lots, most have been sold to private buyers. Only 722 and 727 Jefferson Street, and 1019 Bridge Street, remain as buildable infill opportunities.

A Request for Bids was released in April 2024 for manufactured or modular housing on these parcels, which returned no bids. Staff have since reached out to contractors and learned of opportunities to improve the Request language.

ARPA funds were the main driver of the Thomas Street infill project. Construction of modest, 2-3 bedroom, 1 bath homes with a detached garage is roughly \$250,000. ARPA funds are proposed to bridge the gap between construction cost and an affordable sale price of \$90-100,000. ARPA would therefore contribute up to \$160,000 per home.

Other funding sources that are planned to assist with planning, design, construction, and sale of all infill homes include HOME and CDBG funds, and the Affordable Housing TIF Extension.

2. Development of Affordable Multifamily Housing

Affordable multifamily housing is needed in Wausau, as was identified by the Affordable Housing Task Force. This project proposes building 6-8 units of affordable rental housing for low to moderate income people. The complex would be sold or leased to North Central Community Action (NCCAP) for a program similar to what they run in Wisconsin Rapids, which houses families and individuals that are near-homeless. Further details of the project are outlined in the original ARPA application.

CITY OF WAUSAU

AMERICAN RESCUE PLAN ACT - BENEFICIARY AGREEMENT AND ATTESTATION



WHEREAS, The City of Wausau received \$15,586,461 of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (“ARPA grant”) from the US Treasury; and

WHEREAS, the City of Wausau conducted public meetings; established applications and a ranking matrix to evaluate the use of American Recovery Funds; and

WHEREAS, the Wausau Community Development Authority (WCDA) is a Public Housing Authority that manages 231 affordable housing units, administers hundreds of Section 8 Housing Choice Vouchers, and is a critical affordable housing resource in the Wausau community; and

WHEREAS, the City of Wausau accepted and designated/allocated \$600,000 of the ARPA grant to Infill lots (“Infill”) and \$500,000 of the ARPA grant to Affordable Multifamily Complex development; the aim of both projects is to increase the availability and variety of affordable living options in Wausau, the loss of which was exacerbated by the pandemic; and

WHEREAS, of the above allocations of the ARPA grant, \$590,308.53 remains unexpended from the Infill allocation and \$484,455.00 remains unexpended from the Affordable Multifamily Complex allocation; and

WHEREAS, the City of Wausau accepted and designated/allocated \$25,000 of the ARPA grant to the Community Development Department to award incentives toward closing costs to clients who took the City’s Homebuyer Counseling class; and

WHEREAS, the City of Wausau desires to reallocate \$23,000 of unexpended Homebuyer Counseling funds to the Affordable Housing Infill allocation balance for the purpose of designing, preparing, constructing, and selling more affordable housing units in the City of Wausau; and

WHEREAS, the City of Wausau and WCDA intend to stack and leverage a variety of other funding sources in the planning, design, and execution of these affordable housing projects, including Community Development Block Grant (CDBG) and HOME funds; and

WHEREAS, the funds allocated to Infill, Multifamily Complex, and Homebuyer Counseling may assist with all aspects of creating more affordable housing including but not limited to design, preparation, planning, construction, and sale of deed-restricted affordable housing options and

WHEREAS, the City of Wausau Common Council classified the ARPA grant as “Public Health Negative Economic Impact – Assistance to Low or Moderate Income Households” for its reporting to the Treasury Department at their September 13, 2022, meeting; and

WHEREAS, based upon the Department of Treasury Department guidance outlined above and the grant classifications of revenue replacement by the State of Wisconsin and City of Wausau, the WCDA is deemed to be a beneficiary for the purpose of creating additional affordable housing options in the City of Wausau; and

Now therefore the parties agree as follows:

The City of Wausau requires that beneficiaries of the City comply with all laws, rules, and regulations applicable to the receipt of such funds.

The City agrees to remit \$1,097,763.53 of ARPA grant funds to the WCDA pursuant to review and approval from the City of Wausau.

Federal Awarding Agency: US Department of Treasury

CFDA #: 21.027 – Coronavirus State and Local Fiscal Recovery (CSLFRF)

Treasury Final Rule Eligibility Activity: Revenue Replacement. Grantee is not considered a subrecipient of the City of Wausau pursuant to US Department of Treasury guidance related to use of State and Local Fiscal Recovery Funds, FAQ, #13.13

Period of Performance: March 3, 2021 to December 31, 2024

Amount of Award and Budget Not To Exceed: \$1,097,763.53

Disbursement Date: November 1, 2024

Beneficiary Certification:

By signing below, I hereby certify that I have read this form and hereby attest as an authorized representative of the Wausau Community Development Authority that the Wausau Community Development Authority meets the requirements of an eligible beneficiary.

I further certify and attest that the Wausau Community Development Authority shall comply with all laws, rules, and regulations applicable to the receipt of such funds; and

I further certify and attest that the Wausau Community Development Authority shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

I further understand that providing false or misleading information may subject the Wausau Community Development Authority to recoupment of funds up to the amount received.

For the City of Wausau:

Signature: _____ **Date** _____

Print Name: _____

Entity Legal Name: _____

Entity UEI: _____

Address: _____

For the Wausau Community Development Authority:

Signature: _____ **Date** _____

Print Name: _____

Entity Legal Name: _____

Entity UEI: _____

Address: _____