



# 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:	<b>FINANCE COMMITTEE</b>
Date/Time:	<b>November 12, 2024, at 5:30 PM</b>
Location:	<b>City Hall (407 Grant Street) - Council Chambers</b>
Members:	Michael Martens (C), Gary Gisselman (VC), Becky McElhane, Chad Henke, Vicki Tierney

## FINANCE COMMITTEE AGENDA ITEMS

- Minutes of the previous meeting (10/22/2024).
- Discussion and Possible Action on approval of the Third Amendment of the American Rescue Plan Act/Catholic Charities Subrecipient Agreement.
- Discussion and possible action on ARPA funding.
- Discussion and possible approval of 3% COLA for non-represented employees.
- Discussion and possible action approving a professional services sole source request for the Business Campus Trail real estate services.

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](mailto: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 transmitted to the Daily Herald newsroom 11/07/2024 at 5:30 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](mailto: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.*

## **JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE**

Date and Time: Tuesday, October 22, 2024 @ 5:15 P.M., Council Chambers

Finance Committee Members: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

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

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, James Henderson, Eric Lindman, Dustin Kraege

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

### **Minutes of the previous meeting (10/08/2024).**

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

### **Discussion and possible action on Contract for Inspection Services with the Village of Rib Mountain.**

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

### **Discussion and possible action reallocating unspent ARPA funds and related budget modification for the purchase two Tri-Axle dump trucks.**

Tierney questioned the differences between the two requests for proposals. The details of the proposals were outlined to explain the differences in costs. Tierney also questioned how much would have to come from levy and if there would be a budget modification. It was stated this can be funded by the motor pool fund and if additional investment savings from ARPA funds remain unspent by other entities.

Motion by Tierney, seconded by Gisselman, to encumber the APRA funds on this purchase. Motion carried 5-0.

### **Discussion and possible action reducing leaf pick up duration each year decreasing operational costs.**

Tierney questioned the need to conduct leaf pick up early and stated support of holding one pick up session.

Martens stated leaves are falling later in the season and the possibility of early snowstorms to reiterate the challenges of timing the pick up dates. It was also stated the leaf pick up help keep nutrient levels in the river lower.

### **Budget Discussions and Actions regarding Recommending a 2025 Budget including setting the 2025 Fee Schedule.**

*Without objection*, public comment was provided.

- 1) Alissandra Aderholdt, current Executive Director at Wausau Area Events – spoke on concerns of adding fees to special events for public safety.
- 2) Peter Valiska, current President of the Board of Directors for Wausau Area Events – spoke on concerns of adding fees to special events for public safety.
- 3) Tim White, current Executive Director at the Wausau/Central Wisconsin Convention & Visitors Bureau – spoke on concerns of adding fees to special events for public safety.

McElhaney questioned the target budget cuts requested by the Mayor. It was stated the current budget meets the expenditure restraint and the current state of the budget cuts. McElhaney stated support for the fees for public safety to compensate for the cost for overtime in the Police Department. It was further stated the attendees of these events are not all residents of the City of Wausau while the city pays for the public safety of the events.

Tierney stated the state of the world in which more security is needed and that the cost of the security needs to be passed to the attendants of the events. It was stated a public safety fee is fair for the security of a police presence.

Henke questioned if this policy on public safety charges could go to the Public Health & Safety Committee. It was stated this policy discussion would have to happen after the passage of the budget. Henke stated support for the Public Health & Safety Committee taking up this policy discussion.

McElhaney stated this could be a stair-stepped policy to determine which types of events would need public safety services charged at a determined level.

Martens stated support of working with local event groups to determine the policy of fees for public safety based on those discussions and staff work. Martens stated the initial proposal was just an estimate and stated support for a lower target for the budget allocation.

*Without objection*, an additional budget session meeting will be held on Monday, October 28, 2024 at 5:15 P.M.

**Discussion and possible action approving budget modification for the Airport Hangar 2 Roof Replacement Project.**

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

**JOINT AGENDA ITEM FOR CONSIDERATION WITH THE HUMAN RESOURCES COMMITTEE - Discussion and Possible Action Approving 2025 Benefit Design for City and CCIT Employees.**

Noting the presence of a quorum Chairperson McElhaney called the meeting to order at 6:20 P.M.

Martens stated this provider is a home health provider and the guaranteed renewal rate takes stress off of future increases in cost.

Tierney stated taking away the health savings account and an increase in the deductible would have impacted more employees. It was stated this was affecting less people and saving the city money.

Motion by Tierney, seconded by McElhaney, to approve for the Finance Committee. Motion carried 5-0.

Motion by Kilian, seconded by Tierney, to approve for the Human Resources Committee. Motion carried 5-0.

**Adjourn**

Motion by Kilian, seconded by Tierney, to adjourn the meeting of the Human Resources Committee. Motion carried. Motion by Tierney, seconded by Henke, to adjourn the meeting of the Finance Committee. Motion carried. Meeting adjourned at 6:24 P.M.

*For full meeting video on YouTube:* <https://www.youtube.com/watch?v=pyChmIewf5M>

## Tammy Stratz

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**From:** Roberto Partarrieu <rpartarrieu@cclse.org>  
**Sent:** Thursday, August 1, 2024 4:12 PM  
**To:** Tammy Stratz  
**Subject:** [EXTERNAL] Extension of ARPA funds

Dear Tammy,

As per our conversation, we are sending this e-mail to request an extension of Wausau City ARPA funds through December of 2025. If funds are nimble, we would recommend shifting approximately \$80,000 from Day Services to Warming Center Services. By doing so, this should allow us to provide day services until April/May of 2025 and Warming Center Services from May 1<sup>st</sup> 2025 through October 31<sup>st</sup> of 2025. Thank you for considering this request.

Thanks,

*Roberto Partarrieu*

*Executive Director*

Catholic Charities

3710 East Avenue South

La Crosse, WI 54602-0266

T: 608.782.0710





## MEMO

TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

RE: Second Amendment American Rescue Plan Act Subrecipient Agreement – Catholic Charities

DATE: August 29, 2024

As you will all recall, Council had approved ARPA funding to assist with both the year-round Warming Center and starting a Day Center. There were several changes to the funding requests as documented on Resolutions dated September 27, 2022, December 13, 2022, March 14, 2023, August 28, 2023, and January 23, 2024.

That last resolution approved the First Amendment reflecting returning funds to Catholic Charities from Open Door so they could open the Day Center. Since that time, Catholic Charities has been operating both services and submitting invoices as agreed. The current ARPA agreement pays Catholic Charities through December 31, 2024.

Catholic Charities has requested an extension to that agreement (see attached e-mail request). As of the end of July, there was approximately \$350,000 left unspent. We would like to extend that subrecipient agreement until December 31, 2026 – which is the last date of the spend down of the funds. Both Catholic Charities and staff believe the funds will be expended before the end of 2025; however, wanted to give the complete extension just in case there end up being staffing or other issues in the future.

If you have any questions or concerns before the meeting, please feel free to call me at 715-261-6682 or e-mail me at [tammy.stratz@ci.wausau.wi.us](mailto:tammy.stratz@ci.wausau.wi.us).

Thank you.



# Human Resource Committee Packet

November 2024

Agenda Item
Discussion and possible approval of 3% COLA for non-represented employees
Background
For the 2025 budget, a 3% COLA has been recommended to keep the City of Wausau wages current and competitive with the market
Fiscal Impact
3% adjustment in current steps
Staff Recommendation
Discuss and possible action on approving a 3% COLA for non-represented employees
Staff contact: James Henderson (715-261-6634)

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

<b>RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEES</b>	
Authorizing a 3% general wage adjustment for non-represented employees effective December 22, 2024.	
Committee Action:	HR: Fin:
Fiscal Impact:	Approximately \$450,000
<b>File Number:</b>	03-1111
<b>Date Introduced:</b>	November 26, 2024

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: 2025 Budget</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: \$450,000</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input checked="" type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS**, as City of Wausau is committed to a compensation policy that strengthens the recruitment and retention of well qualified and effective employees; and

**WHEREAS**, your Human Resources Committee has reviewed and recommends the salary range structure of the non-represented employees be adjusted by 3% to reflect maturation of the salaries to strengthen recruitment and retention and remain competitive in the existing labor market; and

**WHEREAS**, you Human Resources Committee has reviewed and recommends a general wage adjustment of 3% be implemented December 22, 2024 for non-represented employees covered under the City of Wausau Employee handbook; and

**WHEREAS**, funding for the wage adjustment is provided for in the 2025 budget;

**NOW THEREFORE BE IT RESOLVED** by the Common Council of the City of Wausau that the salary range structure of the City of Wausau Employee Handbook – non-represented employee be increased by 3%; and



**BE IT FURTHER RESOLVED** by the Common Council of the City of Wausau that a 3% general wage adjustment be implemented effective December 22, 2024 pursuant to the terms outlined in the City of Wausau Employee Handbook – non-represented employees.

Approved:

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Doug Diny, Mayor



**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

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

MSA Professional Services are proposing to complete Right of Way & Plat Development and Real Estate Acquisition Services.

The Right of Way & Plan Development services will consist of property title and parcel research, field work to identify property boundaries, plat preparation, legal descriptions for easements, final monument installations and staking required for Real Estate Acquisition.

Real Estate Acquisition services will manage all communications and negotiations for the property acquisition following the eminent domain process, which will include but will not be limited to; introductions letters and provide owner’s rights information, determine offering price amounts by completing an Expanded Sales Study and prepare the Nominal Payment Parcel Report (NPPR), negotiate through the acquisition agreement, and provide all WisDOT required documentation.

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

The City of Wausau has hired MSA to design and administer the 72<sup>nd</sup> Avenue E-W Connector Trail, which the city received a Transportation Alternatives Plan (TAP) grant. During the alternative analysis of the trail path, it was determined that the best and most cost-effective path would utilize some land of adjacent property owners. In addition to the design services, this proposal would be to administer and acquire needed property to build the trail on the path alternative that was chosen.

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.

MSA provided a proposal in which costs seem reasonable when compared to other recent projects and using MSA would streamline the process since all coordination would occur “in-house.”

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

The engineering department compared plat development and real estate acquisition services costs to other similar projects and based on costs and complexity, the proposal seems competitive.

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

We compared costs with other similar projects.

72<sup>nd</sup> Ave Trail (2021) - \$33,593.33

W. Wausau Ave (2024) - \$69,503.41

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: DPWU**

**Preparer: Thomas Nicksich**

**Vendor Name: MSA Professional Services**

**Expected amount of purchase or contract: \$43,200**

**Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Finance Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_**



# Professional Services Agreement

MSA Project Number: #02013055

This AGREEMENT (Agreement) is made effective 10/1/2024 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: 608-424-6600

Representative: Katherine Venske, Real Estate Professional

Email: [kvenske@msa-ps.com](mailto:kvenske@msa-ps.com)

**CITY OF WAUSAU (OWNER)**

Address: 407 Grant Street, Wausau, WI 54403

Phone: 715-261-6748

Representative: TJ Niksich, PE, Project Engineer

Email: [thomas.niksich@ci.wausau.wi.us](mailto:thomas.niksich@ci.wausau.wi.us)

**Project Name:** Business Campus Trail E-W Connector – ID 6999-18-11

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: October 2024  
Approximate Completion Date: April 2026

**The lump sum fee for the Right of Way Survey and Plat Development work is: \$26,500.00**

Any attachments or exhibits are made part of this Agreement. Payment for these Right of Way Survey and Plat Development Services will be on a lump sum basis.

**The lump sum fee for the Real Estate Acquisition Services work is: \$16,700.00**

Any attachments or exhibits are made part of this Agreement. Payment for these Real Estate Acquisition Services will be on a lump sum basis.

**The lump sum fee for the work is: \$43,200.00**

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF WAUSAU**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Peter Miesbauer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Team Leader – Mobility, Real Estate

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

**12. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

**14. Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**15. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**16. Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.



23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

## SCOPE OF SERVICES

Services under this AGREEMENT shall consist of assisting the City of Wausau (MUNICIPALITY) with right of way plat development and real estate acquisition services for Project ID 6999-18-81. Right of way plat and real estate acquisition will require oversight by the DEPARTMENT. The project will construct a multiuse trail between S. 84<sup>th</sup> Ave and S. 72<sup>nd</sup> Avenue.

**Right of Way Survey and Plat Development:**

1. Obtain Title searches; coordination and review.
2. Parcel research.
3. Field work necessary for plat development.
4. Plat preparation.
5. Relocation Order Preparation.
6. Legal Descriptions of Fee and/or TLE areas and Utility Releases, on Conveyance Documents.
7. Temporary appraisal staking. Staking will occur after the Plat is approved and filed.
8. Encroachment Report, if any.
9. Quality Control Review.
10. Final right-of-way monuments installations.
11. Amendments to the Plat are not included in the following but can be added as an additional Service.
12. Assumptions:
  - a. No direct DOT or Management Consultant oversight on plat preparation.
  - b. City will file the Relocation Order with the County clerk.
  - c. City will file the final plat.

The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates if CONSULTANT has received the Notice to Proceed by October 1, 2024.

<b>Report Title</b>	<b>Date</b>
Environmental Document	August 2024
Design Study Report	October 2024
Right of way plat (Approved)	November 2024
Real Estate Acquisition Services	November 2024 thru April 2026
Final P.S. & E.	January 2026
Letting	April 2026

## Real Estate Acquisition Services

**Project understanding:** The City of Wausau is planning a project to extend the Business Campus Pedestrian trail between S 84<sup>th</sup> Ave and S72nd Ave. From the information supplied, it is our understanding:

- The project is funded through the WisDOT Transportation Alternatives Program (TAP) funding. WisDOT real estate oversight is anticipated.
- Acquisitions will be needed from 2 parcels on the project. MSA will be responsible to acquire the both parcels.
- The required real estate interests to be acquired are anticipated to be permanent limited easements.
- There will be no impacts to advertising signs, either on-premise or off-premise.
- No utility release of rights will be needed for this project.
- **The project will be installing new pedestrian trail, therefore condemnation cannot be used to acquire the needed new right of way interests.**

### Real Estate Acquisition Scope of Services:

The Real Estate Acquisition Services will be performed in accordance with generally accepted standards of the profession contained in the current WisDOT Real Estate Program Manual, Wisconsin Statute Chapter 32, and requirements contained in the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

1. MSA will obtain appropriate title or ownership reports from Knight Barry to determine correct ownership information as well as identify any easements, liens, or other encumbrances.
2. MSA will prepare and mail an introduction letter to each of the owners along with the Owner's Rights brochure and information on the project, including:
  - a. Staking schedule
  - b. Contact information for the MSA project negotiator.
3. MSA will determine offering price amounts. All parcels are expected to be acquired through the nominal acquisition process and no appraisals are included in the base scope.
  - a. Subconsultant Jeff Olson, of LandVest, will prepare an Expanded Sales Study for the project.
  - b. MSA will prepare the Nominal Payment Parcel Report (NPPR) for the project. This report will include the offering price compensation amounts for each parcel and will require approval by the City of Wausau.
4. Negotiations, MSA will:
  - a. Create parcel files and the owner's packet of documents, commonly referred to as the Offering Price Packet.
  - b. Utilize appropriate WisDOT forms and documents for the transactions.
  - c. Issue offering price packets to the owners after NPPR approval.
  - d. Provide follow-up and continued negotiation with owners to answer questions regarding the information provided. One additional meeting is anticipated with each owner as requested to address concerns. Meetings are expected to be held at or near the property area.
  - e. When a negotiated agreement has been reached, a payment request will be provided to the City. This request will include all pertinent documents including an IRS form W-9 for those transactions over \$600. MSA will distribute the check to the owner.
  - f. All conveyance documents will be recorded with the County Register of Deeds via Simplifile.com.
  - g. Regular updates will be provided to keep the City informed of the progress and any negotiation issues.
  - h. If a negotiated settlement can't be reached using the nominal process, negotiations will cease. MSA will discuss the situation with the City to determine the appropriate next step.
5. MSA will attend other meetings with City staff, if requested by City. Attendance at one meeting is assumed in the base cost estimate.
6. Extra Services not included in scope of the base estimated costs:
  - a. Acquiring Agency Appraisal Report for negotiation purposes beyond the nominal process.
  - b. Appraisal Reports and Appraisal Review services.
  - c. Difficult negotiations with any owner requiring more than one additional meeting.

- d. Efforts to obtain mortgage releases or releases of any other title encumbrance.
- e. Services to obtain release of rights for any utility parcels.
- f. Should the right of way plat be revised, and any changes made to the parcel already acquired by MSA, or where significant progress has been made, the parcel will be considered to be a new parcel and would be extra services.

**Services and Other Information Provided by Client**

- 1. Property owner contact information, if available.
- 2. Timely approvals of Expanded Sales Study, Nominal Payment Parcel Report, Payment Requests, etc. City approval of these items is critical to keeping the project on schedule and obtaining the parcels in time for construction.
- 3. Prepare Federal 1099-S Form for fee parcel if payment is greater than \$600.

**Compensation for the work is as follows:**

Payment for Real Estate Acquisition services for a total of 2 parcels will be on a lump sum basis with the following estimate amounts:

<b>Service Provided</b>	<b>Estimated Cost</b>
<b>Acquisition</b>	<b>\$15,150</b>
Project Prep – Pre-negotiation	\$1,650
Title Reports – Sub consultant	\$800
Sales Study – Sub consultant	\$4,400
Nominal Payment Parcel Report	\$2,100
Parcel negotiation	\$4,700
Transaction Closing	\$700
Project / Parcel Closeout	\$800
<b>Project Management &amp; Administration</b>	<b>\$1,550</b>
Meetings	\$350
Contract Management	\$500
Billing	\$700
<b>Total</b>	<b>\$16,700</b>