



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, February 28, 2023 at 5:30 PM**
 Location: **City Hall (407 Grant Street) - Council Chambers**
 Finance Members Lisa Rasmussen, Doug Diny, Carol Lukens, Michael Martens, Sarah Watson

AGENDA ITEMS

- 1 Minutes of the previous meeting(s): (2/14/23)
- 2 Discussion and possible action regarding ARPA funding requests and related budget modification
- 3 Discussion and possible action regarding a change to the allocation of ARPA funds from Catholic Charities to Open Door and related budget modification
- 4 Discussion and possible action regarding budget modification for fuel tank upgrade for Metro Ride
- 5 Discussion and possible action on Joint Powers Agreement with Marathon County regarding E911/NG-911 System
- 6 Discussion and possible action on sole source request to upfit four 2023 police squad vehicles (Belco Vehicle Solutions)
- 7 Discussion and possible action on sole source request to purchase 12 portable radios w/accessories (Northway Communication)
- 8 Discussion and possible action on sole source request for Transit Cummins engines
- 9 Discussion and possible action regarding on approving Nominal Payment Parcel Reports for the Stewart Avenue, S. 72nd Avenue to S. 48th Avenue street project for the following properties: (see attachment)
CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargain reasons require a closed session regarding approving Nominal Payment Parcel Reports for the Stewart Avenue, S. 72nd Avenue to S. 48th Avenue street project for the following properties: (see attachment)
RECONVENE into Open Session, if necessary, to take action on Closed Session item(s).

Adjourn

Lisa Rasmussen, Chair

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

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@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 2/24/23 at 3:30 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) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

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

Stewart Ave (48th to 72nd) Land Acquisitions

| Parcel # | Address |
|----------|------------------------------|
| 1 | 7255 Stewart Ave |
| 2 | 7500 Stewart Ave |
| 3 | 7120 Stewart Ave |
| 4 | |
| 5 | |
| 6 | 7100 Stewart Ave |
| 7 | 7000 Stewart Ave |
| 8 | 6701 Stewart Ave |
| 9 | 6815 Stewart Ave |
| 10 | |
| 11 | 7015 Stewart Ave |
| 12 | 7019 Stewart Ave |
| 13 | 7111 Stewart Ave |
| 14 | 505 S. 68th Ave |
| 15 | |
| 16 | 6631 Stewart Ave |
| 17 | 6230 Stewart Ave |
| 18 | 5601 Stewart Ave |
| 19 | 5801 Stewart Ave |
| 20 | |
| 21 | 5908 Stewart Ave |
| 22 | 5906 Stewart Ave |
| 23 | 5904 Stewart Ave |
| 24 | PIN: 07629073220992 |
| 25 | |
| 26 | 5606 Stewart Ave |
| 27 | 5602 Stewart Ave |
| 28 | 5211 Stewart Ave |
| 29 | 5213 Stewart Ave |
| 30 | |
| 31 | 5301 Stewart Ave |
| 32 | 5307 Stewart Ave |
| 33 | 5401 Stewart Ave |
| 34 | 5407 Stewart Ave |
| 35 | |
| 36 | 5411 Stewart Ave |
| 37 | 5503, 5509, 5511 Stewart Ave |
| 38 | |
| 39 | 5504 Stewart Ave |
| 40 | |
| 41 | 5450 Stewart Ave |
| 42 | 5400 Stewart Ave |
| 43 | 5300 Stewart Ave |
| 44 | 5108 Stewart Ave |
| 45 | |

| | |
|----|------------------|
| 46 | |
| 47 | 5000 Stewart Ave |
| 48 | 4900 Stewart Ave |
| 49 | 4905 Stewart Ave |
| 50 | |
| 51 | 4901 Stewart Ave |

*Parcels highlighted in blue are in the Town of Stettin

FINANCE COMMITTEE

Date and Time: Tuesday, February 14, 2023 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Bob Barteck, Solomon King, Liz Brodek, Randy Fifrick, Bill Hebert, Tom Kilian, Mary Goede

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

Minutes of the previous meeting(s): (1/24/23)

Motion by Martens, second by Diny to approve the minutes. Motion carried 5-0.

Discussion and possible action regarding ARPA funding requests and related budget modification

Eric Lindman stated the lead service line education outreach that is happening, and awareness has really come to the forefront with the funding that is coming. He indicated the utility has been working on a lead service line replacement plan to meet the requirements of the lead and copper rule revisions that will go into effect in 2024. The plan was drafted and submitted to the DNR this week for review and approval. He explained the plan includes everything from communication to residents' education to the actual replacement of the line. The plan is a requirement of the new lead and copper rule revisions, and it is also a requirement to apply for this funding.

Lindman indicated they would like to do a pilot study this year on one or both of our streets within the city that are being reconstructed, one is on Henrietta St and the other is 10th Avenue. He stated it is approximately \$200,000 for Henrietta St for 40 lead service lines; and he estimated \$300,000 for 60 lead service lines for 10th Ave. The total request to do all of those on the private side is \$500,000. He pointed out the committee previously obligated \$200,000 to lead service line replacement in 2022 because we ran short on DNR funding, however the DNR did come up with the additional \$200,000 so they have not used the obligated ARPA funds. The net difference of \$300,000 is the ARPA request for their consideration. *Discussion continued.*

Rasmussen stated the committee will rank the request and bring back the results to the next meeting for action.

Discussion and possible action on conveyance of 144 W. Washington Street from Community Development Authority (property behind Marathon County Public Library)

Rasmussen stated the CDA has indicated they do not want the property, nor have a use for it and would like to transfer it to the city. She noted it has already been used for some public purposes.

Motion by Watson, second by Lukens to approve the conveyance. Motion carried 5-0.

Discussion and possible action regarding Wireless Telecommunication Equipment and Service Agreement with New Cell, Inc. d/b/a Cellcom

Rasmussen explained this comes from the Attorney's Office regarding renewal of the Cellcom Service Contract for all the city-owned cell phone devices. It was noted there were no changes.

Motion by Lukens, second by Diny to renew the contract. Motion carried 5-0.

Discussion and possible action on proposed settlement of outstanding lease payment delinquency – KOZ Holdings LLC d/b/a Pro Players Sports Bar and Grill (parking lease agreement) – 206 Grand Avenue, Schofield

Rasmussen stated the delinquency of this account was discussed at a previous meeting. (*Lease payments delinquent for 2019, 2020, 2021 and 2022. The total outstanding, including finance charges is \$7,22.74*) The committee recognized that we've made a lot of concessions for our bar & restaurant partners during the pandemic and one of these defaulted lease years was 2020. The City Attorney was directed to contact the owner to discuss that the committee may be interested in forgiving the year 2020 if payment of the rest of it could be secured.

Anne Jacobson stated the owner came in last week to show proof that he had paid the \$2500 that is due March 1st to show he is acting in good faith. She stated he thanked the committee for considering a settlement with him and was impressed that they reached out to him and were willing to have a conversation with him.

Motion by Diny, second by Watson to accept the settlement agreement. Motion carried 5-0.

Discussion and possible action regarding Addendum to Airport T-hangar Leases Requiring Payment Through EFT (Electronic Funds Transfer) as the Only Payment Option.

Rasmussen explained the Airport Committee recommends approving EFT as the only option for T-hangar leases to secure timely payments. This would also eliminate administrative time pursuing late payments.

Motion by Diny, second by Lukens to approve the Addendum to T-hangar leases. Motion carried 5-0.

Discussion and possible action regarding EEC ARPA allocation reclassified as lost revenue

Maryanne Groat stated they have reclassified several projects/programs that we were funding from ARPA based on the increase in the revenue loss. She explained there was initially a formula, but then the federal government allowed them to take a \$10 million allocation for revenue loss, so we reallocated some. She noted, for example, one of the projects reclassified was the Community Partners Campus Facility Project which had a multiple page agreement and now is condensed for less reporting. She stated there is just a little over \$3 million of ARPA funds left, but we have \$3.7 million left of our \$10 million because we have allocated projects to other things. She recommended reclassifying the EEC grant.

Motion by Martens, second by Diny to reclassify EED as lost revenue. Motion carried 5-0.

Discussion and possible action regarding Contract with E-Plan Exam for Comprehensive Commercial Building and Plumbing Plan Review

Rasmussen explained commercial projects require administrative plan review which has been taking the state an incredibly lengthy amount of time to complete holding up the start of people's projects. She indicated some of our peers have been using a contract service that cuts the time down.

Bill Hebert explained this is a new group which has been in business two or three years. He indicated he has heard developers talk about how they work through all their financing and zoning approvals and send it to the state which has been taking 12 weeks to approve. He indicated one of the developers inquired if the city was using E-Plan Exam because they can guarantee the approval in three weeks. He pointed out if the city doesn't get delegated, everything must go through the state, and the state retains the fees. If the city contracts with E-Plan Exam the city becomes delegated, and everyone can submit locally. E-Plan Exam does the plan review based on the state fee schedule and the city would get 10% of that fee revenue. There is no cost to the city and the 3-year contract has a 30-day out if we are ever unsatisfied.

Doug Diny questioned what the state's position was on this. Hebert responded the state is welcoming it because they currently have so much volume they can't keep up and are receiving a lot of pressure from the contractor groups.

Motion by Diny, second by Watson to approve the contract with E-Plan Exam. Motion carried 5-0.

Discussion and possible action regarding Public Works West St Repair Garage Preliminary Design Architectural Services Amendment 5 (Barrientos Design & Consulting)

Rasmussen stated this is partially related to the action recently taken by CISM Committee to move forward doing the due diligence process with the West Street site for a potential new fleet facility for DPW.

Eric Lindman explained he has been in communication with the owner of the site who is definitely interested in potentially selling the property as well. The proposal is for Barrientos to go to about a 30% design and layout to see how things will fit and provide some renderings for committee and Council to make any final decisions. While this is happening, he indicated he was working to get the cost for some additional soil investigation on the site as well as inspections of the buildings for any lead or asbestos.

Maryanne Groat stated we had included approximately \$1,150,000 for design of the facility in the 2022 budget. It was going to be wholly funded by the issuance of debt, but when we went to issue the 2022 debt, we didn't have a site yet, so we did not borrow for it given the unknowns. She stated we will need to add that budget into the 2023 budget.

Michael Martens questioned if they were still committed to having DPW at the Myron Street location. Lindman confirmed that stating only fleet motor pool would move to this new site.

Motion by Martens, second by Lukens to approve the Architectural Services Amendment 5 and the budget modification to incorporate those funds into the 2023 budget for borrowing. Motion carried 5-0.

Discussion and possible action on sole source request to purchase 20 sets of firefighter turnout gear from Jefferson Fire

Chief Barteck explained this puts our newly hired firefighters in the exact same gear our existing firefighters have. The request is for approximately \$60,000 for 20 sets of Honeywell Morning Pride turnout gear.

Motion by Lukens, second by Diny to approve the sole source. Motion carried 5-0.

Adjourn

Motion by Watson, second by Diny to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:00 pm.

DRAFT



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

February 20, 2023

Re: Open Door Daytime Warming Center

City Council:

Several months ago you approved ARPA expenditures for Catholic Charities to operate both a 365 nighttime warming center and a day center. The purpose of this memorandum is to request a change to the allocation of ARPA funds from Catholic Charities to Open Door. Catholic Charities will still run the 365 nighttime warming center and provide administrative oversight and support to Open Door to run the day center. Catholic Charities will provide Open Door with administrative oversight and assistance in the development of the Day Center at a cost of \$25,000 per year.

Catholic Charities explored several paths to run a day center, but ultimately ended up in discussions with Open Door to operate the day center. Open Door already has some infrastructure, including facility and a volunteer base to more quickly and efficiently get a day center up and running.

Attached to this memo is the day center operational plan written by Open Door in consultation with Catholic Charities as well as their proposed budget. Bob Grady from Open Door will be present at the Finance Committee and City Council meeting on February 28 to answer any questions.

Regarding the budget for the day center, the original budget approved by City Council was \$118,995 per year for a total of \$237,990. The approved budget by City Council for the 365 nighttime warming center was \$270,000 per year for a total of \$540,000. Combined for the two, the City Council authorized a total ARPA expenditure of \$777,990 to Catholic Charities for the 365 nighttime warming center and day center through end of year 2024.

Following is the amended request for Catholic Charities and Open Door:

Catholic Charities

1. \$540,000 for 365 nighttime warming center
2. \$50,000 total (\$25,000 each year) for administrative oversight and support to Open Door
3. Total - \$590,000

Open Door

1. 2023 - \$114,267.86 for day center (10 months, March – December)
2. 2024 - \$124,851.45 for day center
3. Total - \$239,119.31

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

Melinda Pauls
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

The total ARPA request for this initiative as adjusted is \$829,119.31. This is an increase of \$51,129.31 that would need to be allocated to cover the total costs for the Day Center.

Thank You,

A handwritten signature in black ink, appearing to read "Ben Bliven".

Benjamin K. Bliven
Chief of Police

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

Melinda Pauls
Administrative Captain

CATHOLIC CHARITIES
Income Statement - Social Services - Warming Center - Wausau
For the Four Months Ending April 30, 2022

| | <i>21-22 Season Nov to April</i> | <i>Budget - 365 Night Services</i> | Comments |
|---------------------------------|--------------------------------------|--|--|
| <u>Revenues</u> | | | |
| Gov't Grants/Contract-Federal | \$80,807.00 | \$41,100.00 | Had Covid funds in 21-22 season |
| Gifts/Donations | \$164,535.49 | \$172,333.32 | Majority of Donations come in December/January |
| Foundations | \$12,000.00 | \$24,000.00 | |
| Total Revenues | \$257,342.49 | \$237,433.32 | |
| <u>Expenses</u> | | | |
| Salaries | \$74,683.96 | \$153,887.92 | To operate 365 days, we need 8 full time persons to cover all the shifts |
| Seasonal Salaries | \$56,313.51 | \$95,565.38 | |
| Workers Comp | \$802.97 | \$1,605.94 | |
| Life, STD, LTD | \$286.58 | \$1,146.32 | |
| Dental | \$489.07 | \$3,708.87 | |
| Health | \$8,060.22 | \$61,911.00 | |
| IRA 401K/Roth | \$166.36 | \$665.44 | |
| FICA/Medicare | \$9,081.43 | \$19,083.18 | |
| Unemployment Comp | \$507.26 | \$1,014.52 | |
| Cafeteria Plan Fees | \$5.69 | \$11.38 | |
| Personnel Subtotal | \$150,397.05 | \$338,599.95 | |
| Admin Personnel Allocation | \$26,118.97 | \$40,631.99 | |
| Total Personnel | \$176,516.02 | \$379,231.94 | |
| <u>Indirect Expenses</u> | | | |
| Auditing Fees | \$0.00 | \$1,000.00 | |
| Office Supplies | \$1,002.58 | \$2,000.00 | |
| Computer Accessories | \$1,731.13 | \$3,462.26 | |
| Telephone-Local | \$1,303.06 | \$2,606.12 | |
| ISP/Online | \$376.22 | \$752.44 | |
| Building Rent | \$19,531.97 | \$46,690.00 | |
| Contract Maintenance | \$2,950.37 | \$5,900.74 | |
| Heat/Utilities | \$3,465.70 | \$6,931.40 | |
| Maintenance Supplies | \$170.00 | \$340.00 | |
| Depreciation | \$30.64 | \$61.28 | |
| D&O&EPI Insurance | \$237.37 | \$474.74 | |
| Business Insurance | \$2,085.07 | \$4,170.14 | |

CATHOLIC CHARITIES
Income Statement - Social Services - Warming Center - Wausau
For the Four Months Ending April 30, 2022

| | <i>21-22 Season Nov to April</i> | <i>Budget - 365 Night Services</i> |
|---------------------------|--------------------------------------|--|
| Indirect Subtotal | \$32,884.11 | \$74,389.12 |
| Admin Indirect Allocation | \$4,550.31 | \$8,926.69 |
| Total Indirect | \$37,434.42 | \$83,315.81 |
| Direct Expenses | | |
| Contract Services | \$985.19 | \$1,970.38 |
| Computer Software | \$104.82 | \$209.64 |
| Cellular Phone | \$583.85 | \$1,167.70 |
| Printing | \$2,866.86 | \$5,733.72 |
| Service Fees | \$432.22 | \$864.44 |
| Program Postage | \$626.31 | \$1,252.62 |
| Program Materials | \$5,800.29 | \$11,600.58 |
| Program Membership | \$167.50 | \$335.00 |
| Gas & Mileage | \$1,156.69 | \$2,313.38 |
| Licenses | \$0.00 | \$0.00 |
| Program Licenses | \$524.67 | \$1,049.34 |
| Host Meetings | \$271.53 | \$543.06 |
| Travel & Lodging | \$431.99 | \$863.98 |
| Professional Development | \$109.34 | \$218.68 |
| Meals | \$362.22 | \$724.44 |
| Advertising-Emp | \$63.19 | \$126.38 |
| Client aid - Direct | \$4,150.00 | \$8,300.00 |
| Gifts/Donations | \$268.10 | \$536.20 |
| Miscellaneous expense | \$250.00 | \$500.00 |
| Direct Subtotal | \$19,154.77 | \$38,309.54 |
| Admin Direct Allocation | \$2,728.52 | \$4,597.14 |
| Total Direct | \$21,883.29 | \$42,906.68 |
| Total Expenses | \$235,833.73 | \$505,454.44 |
| Net Income (Loss) | \$21,508.76 | -\$255,621.12 |

Comments

AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT

CITY OF WAUSAU – AMERICAN RESCUE PLAN ACT FUNDS

This Subrecipient Grant Agreement (“Agreement”) is made and entered into between the **City of Wausau**, a municipal corporation in and of the State of Wisconsin (“The City”), and **Catholic Charities, Inc. a registered 501(c)3 non-profit organization** (“Subrecipient”).

WITNESSETH THAT:

WHEREAS, On March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”) and on May 10, 2021, the U.S. Treasury issued the Interim Final Rule (“IFR”) to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”) describing eligible and ineligible uses of funds (as well as other program provisions). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) Subrecipients may use Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) Funds to award grants to organizations that are responding to the negative impact of the COVID-19 public health emergency.

On January 6, 2022 the Treasury issued the Final Rule which took effect on April 1, 2022; and

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds to respond to the COVID-19 public health emergency and its economic impacts through four categories:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- To make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS The City is in receipt of funding under the American Rescue Plan Act (“ARPA Act”) and wants to support local projects that will benefit neighborhoods, business and communities who have been adversely impacted by COVID-19 by making grants available for associated project costs; and,

WHEREAS Subrecipient has been awarded a City of Wausau – American Rescue Plan Act Funds Grant (“ARPA Grant”) in the amount of Five Hundred and Ninety Thousand Dollars (\$590,000.00); and,

WHEREAS The City believes it is in its best interest to award Subrecipient an ARPA Grant.

NOW, THEREFORE, in consideration of the foregoing promises, the parties hereto agree that the use of American Rescue Plan Funds be conveyed to Subrecipient by the City subject to the following award information, conditions, and limitations indicated in this Agreement.

A. Award Information

Awarding Agency: City of Wausau
Point of Contact: Katie Rosenberg
Mayor
407 Grant Street, Wausau, WI 54403
715-261-6803
Katie.Rosenberg@ci.wausau.wi.us

Subrecipient Name: Catholic Charities
Point of Contact: Roberto Pararrieu
Executive Director
3710 East Avenue South
608-519-8001
RPartarrieu@cclse.org

Federal Awarding Agency: US Department of Treasury
CFDA #: 21.027 – Coronavirus State and Local Fiscal Recovery (CSLFRF)
Treasury Interim Final Rule Eligibility Activity: Expenditure Categories (EC) 2.1 Household Assistance: Food Programs; 2.2 Household Assistance: Rent, Mortgage and Utility Aid.
Treasury Final Rule Eligible Activity: 2: Negative Economic Impacts
2.16 Long-Term Housing Security: Services for Unhoused persons
Period of Performance: January 1, 2023 to December 31, 2024
Amount of Award and Budget Not To Exceed: \$590,000.00

B. Project Description

See *Exhibit A* for the approved Project Description.

C. Project Budget

Subrecipient must submit to the City a comprehensive project budget listing all proposed expenses under the Grant using the Budget vs. Actual format in the ARPA Grant **Budget Template in Attachment 1**. At a minimum, the budget must include salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment, marketing, and indirect costs, as applicable to Subrecipient. All expenses must be itemized, and all Grant Funds must be accounted for in this Projected Budget.

D. Uniform Administrative Requirements

1. § 200.302 Financial management.

(a) Each non-Federal entity must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and the other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the

Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. See also § 200.450.

(b) The financial management system of each non-Federal entity must provide for the following (see also §§ 200.334, 200.335, 200.336, and 200.337):

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§ 200.328 and 200.329. If a Federal awarding agency requires reporting on an accrual basis from a Subrecipient that maintains its records on other than an accrual basis, the Subrecipient must not be required to establish an accrual accounting system. This Subrecipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

(3) Records that identify adequately the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See § 200.303.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of § 200.305.

(7) Written procedures for determining the allowability of costs in accordance with subpart E of this part and the terms and conditions of the Federal award.

2. § 200.307 Program income.

Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Subrecipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

3. § 200.303 Internal controls.

The non-Federal entity must:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

Table 1. Internal controls best practices.

| Best Practice | Description | Example |
|---|---|--|
| Written policies and procedures | Formal documentation of Subrecipient policies and procedures | Documented procedure for determining worker eligibility for premium pay |
| Written standards of conduct | Formal statement of mission, values, principles, and professional standards | Documented code of conduct / ethics for subcontractors |
| Risk-based due diligence | Pre-payment validations conducted according to an assessed level of risk | Enhanced eligibility review of subrecipient with imperfect performance history |
| Risk-based compliance monitoring | Ongoing validations conducted according to an assessed level of risk | Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics |
| Record maintenance and retention | Creation and storage of financial and non-financial records | Storage of all subrecipient payment information |

E. General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City of Wausau shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent entity.
2. Subrecipient shall hold harmless and indemnify the City of Wausau from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

3. City of Wausau or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City of Wausau or Subrecipient from its obligations under this Agreement.
 - o City of Wausau may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City of Wausau and Subrecipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by Subrecipient under this Agreement shall, at the option of the City of Wausau, become the property of the City of Wausau .
 - o City of Wausau may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the City of Wausau may declare Subrecipient ineligible for any further participation in City of Wausau's award agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe Subrecipient is in noncompliance with any applicable rules or regulations, City of Wausau may withhold funding.

F. Award Assurances

A signature on this Agreement indicates that Subrecipient is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

2. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
3. Compliance with insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
4. These award funds will not be used to supplant existing financial support for current programs.
5. No portion of these award funds will be subcontracted without prior written approval unless expressly identified in the award agreement.
6. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions).

7. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for Subrecipients that expend \$750,000 or more in Federal awards during the Subrecipient's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. Certifications that neither Court Appointed Advocates for Children nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Department and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). No funding associated with this award will be used for lobbying.
9. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award.
10. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
11. An organization receiving award funds through the City of Wausau shall not use these funds for any activity related to the following:
 - i) Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.
 - ii) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
 - iii) Any attempt to influence:
 - (1) The introduction or formulation off federal, state, or local legislation; or
 - (2) The enactment or modification of any pending federal, state, or local legislation, through communication with any member or employee of Congress, the Wisconsin Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - iv) Any attempt to influence the introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Wisconsin or a local governmental entity through communication with any officer or employee of the United States Government, the State of Wisconsin or a local governmental entity,

including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

v) Any attempt to influence:

- (1) The introduction or formulation of federal, state, or local legislation;
- (2) The enactment or modification of any pending federal, state, or local legislation; or
- (3) The introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Wisconsin or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

vi) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

vii) Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Wisconsin or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy, or position, when such activities are carried on in support of or in knowing preparation of an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

12. An organization receiving award funds through the City of Wausau may, to the extent and in the manner authorized in its award, use award funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

i) Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

ii) Not specifically directed at:

- (1) Any member or employee of congress, the Wisconsin Legislature, or a local governmental entity responsible for enacting local legislation;
- (2) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
- (3) Any officer or employee of the United States Government, the State of Wisconsin, or a local governmental entity who is involved in introducing, formulating, modifying, or enacting a Federal, State, or local rule, regulation,

executive order, or any other program, policy, or position of the United States Government, the State of Wisconsin, or a local governmental entity.

This provision does not prohibit a Subrecipient or an applicant for the award from providing information that is directly related to the award.

13. Subrecipient proposed uses of the funds provided as payment under sections 601, 602 and 603 of the Social Security Act will be used only to cover those costs that:
 - i) Respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii) Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - iii) Are for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
 - iv) Are necessary investments in water, sewer, or broadband infrastructure.
14. Subrecipient understands that any funds provided pursuant to this certification cannot be used for depositing funds into any pension fund.
15. Subrecipient understands that funds received pursuant to this certification cannot be used for expenditures for which Subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

G. Notices

All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties listed below:

FOR CITY OF WAUSAU: Katie Rosenberg
 Mayor
 407 Grant Street, Wausau, WI 54403
 715-261-6803
 Katie.Rosenberg@ci.wausau.wi.us

FOR THE SUBRECIPIENT: Roberto Pararrieu
 Executive Director
 3710 East Avenue South
 608-519-8001
 RPararrieu@cclse.org

H. Compensation and Method of Payment

The City provided the Subrecipient an ARPA Grant in the total amount of \$590,000.00 (“GrantAmount”). This grant is awarded in two equal segments of \$295,000 each

for the years 2023, and 2024 as approved by the Wausau City Council.

Subrecipient hereby acknowledges and agrees that they shall only use the ARPA Grant for Eligible Expenses, as defined herein. Any expenses incurred by Subrecipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Subrecipient and Subrecipient shall not seek reimbursement of such expenses from the City.

The City will pay to Subrecipient an amount up to that specified in [Section A](#). Award Information. as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:

- (i) that Subrecipient has expended funds for eligible approved expenditures,
- (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation,
- (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City,
- (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit “A” and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations as described in Exhibit B.

Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient.

The aggregate of all payments made hereunder shall not exceed \$590,000.00.

a. Reimbursements

Subrecipient shall receive reimbursements according to the following annual schedule:

2023 – up to \$295,000

2024 – up to \$295,000

The City’s payment of reimbursements is subject to annual budgetary appropriation by the Wausau Common Council. The City shall not be obligated to provide reimbursements beyond the amounts authorized by the Common Council.

b. Drawdown Reporting

Subrecipient shall comply with the applicable regulations at 2 C.F.R. §200.305 for cost reimbursement agreements. See [Section J.1 Reporting Requirements](#), for the required financial reporting for the advanced grant proceeds.

c. Funds Recapture

The City shall recapture any unspent funds or funds for expenses that were determined to be

ineligible and/or unallowable. Subrecipients are required to cooperate with recapture requests, including any paperwork requests. See [Section J.2](#) Final Report for additional information concerning the funds recapture.

I. Eligible Expense

The City and Subrecipient agree that the items identified as “Eligible Expenditures” in [Exhibit B](#), attached hereto and incorporated herein, shall be considered “Eligible Expenses” that Subrecipient may use the ARPA Grant for. The City and Subrecipient agree that the items identified as “Ineligible Expenditures” in [Exhibit B](#) are expenses that Subrecipient is not permitted to use the ARPA Grant funds on. In the event there is a question about whether an expense is an Eligible Expense, Subrecipient shall reach out to the City for clarification prior to spending any funds on the expense in question.

Subrecipient shall provide the City with supporting documentation in accordance with [Exhibit C](#) attached hereto and incorporated herein. All supporting documentation requested in [Exhibit C](#) shall be attached at the time of submission of the Financial Reports discussed in [Section J. Reporting Requirements](#) and the City retains the right to ask Subrecipient for any additional documentation as necessary to satisfy this requirement and Subrecipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Subrecipient accordingly.

J. Reporting Requirements

The ARPA Grant **Annual Report in Attachment 2** is due annually by the 31st day of January following each calendar yearend as detailed in the schedule below:

| Performance Period | Report Due Date |
|--------------------|--|
| 2023 | January 31, 2024 |
| 2024 | January 31, 2025 |
| Final Report | 60 days after all funds are exhausted but no later than March 31, 2025 |
| | |

If the Grant has been fully expended, the Subrecipient must submit a final report as described in [Section J.2 Final Reporting](#) below.

If there is no activity that quarter, the Subrecipient must submit the report with \$0 for the current quarter and the prior quarterly reports cumulative totals.

The first report is due the first quarter following execution of this agreement unless otherwise indicated by the City.

1. Financial Reports

Subrecipients must submit the ARPA Grant **Annual Report in Attachment 2** which contains the following items.

1. Subrecipient's name, address, and Grant number as they appear on the Grant document.
2. Start and end dates of the report period.

3. Hourly rate. Identify each employee or consultant whose time/activity is being billed to the Grant, the individual's title, and the hourly billing rate used to calculate reimbursement from the City for that individual's time/activity. Explain the method used for calculating hourly rates, e.g. whether benefits are included in the rate.
4. Staff hours. Indicate for each employee the total number of hours being billed to the Grant cumulatively and for the quarter. For each individual whose work time will be reimbursed from the Grant, multiply the relevant hours by the relevant hourly rate (see item #3) and indicate the cumulative total and total for the quarter.
5. Budget vs. Actual Costs. Submit a detailed budget vs. actual report by budgetary line item for each quarter and cumulatively for the Grant period to date. At a minimum, the accounting must include the following as applicable: salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment, marketing, and indirect costs. The accounting must itemize the expenditure of each dollar being billed to the Grant. Any deviation between the budgeted and actual costs must be explained in detail and approved by the City.
6. Supporting Documentation. Supporting documentation discussed in *Exhibit C* must be submitted quarterly with the financial report and reconcile to the expended amount for the quarter being reported.
7. Required Certification. In accordance with 2 C.F.R. § 200.415(a), include a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812)."

2. Final Report

A final report for the entire period of performance is due 60 days after the Subrecipient has completed all Grant activities that will be funded under the Grant, but not later than March 31, 2025.

- a. **Programmatic Report.** The final report must cover all activity conducted under the Grant. The report must be not more than five (5) single-spaced letter-sized pages using a font size of no smaller than 12 or larger than 14. In the narrative report, Subrecipient must briefly summarize the outcomes of the activities that Subrecipient proposed in the Project Description in [Section B](#). Additionally, Subrecipient should also include in this narrative report items such as problems encountered by the Subrecipient, items for which the Subrecipient needs additional guidance, and developments having a significant impact on the award supported activities, such as delays or adverse conditions which materially impair the ability to meet the objectives of the awards. The final report shall also describe any action taken or contemplated, and any assistance needed to resolve the situation.

- b. **Financial Report.** The Subrecipient must also submit final Budget vs. Actual report by budgetary line item consistent with the approved project budget. If there are any funds not expended, they must be returned to the City along with the final report.

The Subrecipient must also submit with the final report a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which states that all applicable closeout activities required in 2 CFR § 200.343 have been completed.

3. Delinquent Reports

Submission of any reports required in this Agreement beyond the stated due dates will be considered delinquent unless the City grants a written extension.

K. Records and Retention

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Subrecipient, and made available for review by City, the Auditor of the State of Wisconsin, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the period of performance documentation shall be retained while such action is pending.

Subrecipient shall comply with the requirements for record retention and access to records specified in the applicable regulations 24 C.F.R. §§ 214.315, 2 C.F.R. §§200.333- 200.337, and other applicable record retention requirements. Subrecipient may also be subject to record retention requirements under other applicable laws and regulations, including but not limited to, the nondiscrimination regulations cited in [Section F Award Assurances](#).

L. Oversight and Monitoring

Subrecipient must cooperate with all the City oversight activities, requests for access to facilities, requests for information, including, but not limited to, complete files, financial data, financial management system, and data. Oversight may include, but is not limited to, on-site or remote audit and/or review of financial records, on-site or remote review of the financial management system, and/or on-site or remote performance reviews by City staff or designee. Subrecipient must take measures to ensure that City has access to all related files, financial management system, financial records, and information for audit and oversight purposes that demonstrates to the satisfaction of City that the Subrecipient is in compliance with 24 C.F.R. Part 214 and the requirements of this Grant Agreement.

M. Audit Requirements

Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. § 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or

audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

N. Representation by Subrecipient.

Subrecipient certifies that, as of the date of execution, it does not owe any delinquent taxes to the City and/or does not owe delinquent taxes or fees for which Subrecipient is liable.

Or, if such delinquent taxes or fees are owed to the City, Subrecipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Wisconsin or an agent or instrumentality thereof, or Subrecipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Subrecipient.

O. Disputes

1. Disputes

During performance of this Agreement, disagreements may arise between the Subrecipient and the City on various issues. If a dispute concerning a question of fact arises and cannot be resolved through negotiation, the City shall prepare a written decision, taking into account all facts and documentation presented. The decision shall be mailed by return receipt requested to the Subrecipient. Subrecipient may appeal the decision within thirty (30) calendar days of receipt of the City's decision by submitting a written appeal.

Subrecipients shall submit their appeal to: Katie Rosenberg, Mayor, 407 Grant Street, Wausau WI 54403.

2. False Statements.

A false statement in the Subrecipient's Project Description or Grant-related documents and reports, may be grounds for denial or termination of the Grant and punishable as provided in 18 U.S.C. §1001.

P. AUTHORITY.

IN WITNESS WHEREOF, City and Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below. The parties hereto have set their hands at Wausau, Wisconsin.

CATHOLIC CHARITIES
a charitable non-profit organization

By: _____

Date: _____

(Print Name): _____

Title: _____

By: _____

Date: _____

(witness)

CITY OF WAUSAU, WISCONSIN
a municipal corporation:

By: _____

Katie Rosenberg, Mayor

Date: _____

By: _____

Kaitlyn Bernarde, City Clerk

APPROVED AS TO FORM

By: _____

Anne Jacobson, City Attorney

Date: _____

EXHIBITS

| | |
|-----------|---|
| Exhibit A | Project Description |
| Exhibit B | Eligible Expenses |
| Exhibit C | Supporting Documentation |
| Exhibit D | Treasury Final Rule Programmatic Reporting Requirements |

EXHIBIT A – PROJECT DESCRIPTION

The City of Wausau is supplying funding to Catholic Charities to provide the community a nighttime shelter for unhoused individuals in our community from May 1 – October 31. Currently Catholic Charities provides a nighttime warming shelter at the Community Partners Campus from November 1 – April 30. The intention of the City of Wausau with this agreement and allocation of funds is to assure there is a nighttime shelter for unhoused individuals 365 days per year.

Following are the items Catholic Charities agrees to provide with this agreement:

1. Utilize funding for the Wausau Warming Center so that sheltering operations are 365 nights per year.
2. Provide staff or volunteers trained in safety practices and de-escalation tactics for the Wausau Warming Center at all times that guests are on site.
3. Provide administrative, payroll, and fiscal agent support in the hiring of staff for the Wausau Warming Center.
4. Provide bus passes to shelter guests and unhoused persons needing transportation.
5. Provide staffing, programming and services to guests within the Wausau Warming Center
6. Actively encourage and ensure guests utilize trash facilities located on site.
7. Provide administrative oversight and assistance to The Open Door as they expand to operate a Day Center in Wausau.

EXHIBIT B – ELIGIBLE EXPENSES

1. General

The City shall pay Subrecipient, up to the Maximum Grant Amount as stated in this agreement for Allowable Costs. Subrecipient is prohibited from using any part of this Grant to satisfy a delinquent federal debt.

2 CFR Part 200, Subpart E Allowable Costs/Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a Subrecipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Subrecipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

Allowable Costs are those incurred in the performance of this Grant Agreement that are determined by the City to be allowable, allocable, and reasonable in accordance with the:

- (A) Provisions of this Agreement, and
- (B) Applicable Federal cost principles as outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 C.F.R. Part 200](#). Subrecipient must obtain prior written approval for certain costs as outlined in 2 C.F.R. §200.407. If these regulations are revised or clarified during the period of performance of this Agreement the most recent revision or clarification shall apply.

2. Indirect Cost Rates

The allowable indirect cost rate is either the Negotiated Indirect Cost Rate Agreement (NICRA) or alternatively, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely.

As described in 2 C.F.R. Part 200.403, *Factors affecting allowability of costs*, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

3. Period of Availability of Funds

Subrecipient may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance.

4. Profits

No fee, profit, or other increment above allowable costs shall be paid to Subrecipient.

5. Example of Ineligible COVID Related Expenses

The following is a list of examples of costs that may *not* be eligible expenditures of payments from the Fund.

1. Damages covered by insurance
2. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency
3. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the Federal government pursuant to the CARES Act of contributions by State-to-State unemployment funds
4. Reimbursement to donors for donated items or services
5. Workforce bonuses other than hazard pay or overtime
6. Severance Pay
7. Legal settlements.

EXHIBIT C – SUPPORTING DOCUMENTATION

- A. **Documentation of Expenses.** Subrecipient must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses, and indirect cost rate agreements to support all draw requests for payment. In addition, Subrecipient must maintain a list of all clients served, if applicable.

All Subrecipients must be able to demonstrate and document the actual cost of service provision. The amount billed to the Grant cannot exceed the actual cost of providing the service. All information required to document expenses charged to the Grant must be made available to the City upon request and maintained for a period of at least three (3) years after the expiration of the Grant period or date of last payment, whichever occurs first.

- B. **Documentation of Personnel Expenses.** Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed and meet the standards required in 2 C.F.R. Part 200.430(i). The records must support the distribution of employee's salaries and wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (*i.e.*, estimates determined before the services are performed) alone do not qualify as support for charges to this Grant award. Records must reasonably reflect the total activity for which employees are compensated. Adequate documentation includes timesheets/timecards, payroll activity reports, and payroll rosters.
- C. **Standards for Financial Management Systems.** Subrecipient shall maintain and operate financial management systems that meet or exceed the federal requirements for funds control and accountability as established by the applicable regulations in 2 CFR 200, Subpart D.

EXHIBIT D – TREASURY FINAL RULE PROGRAMMATIC REPORTING REQUIREMENTS

The following represents Subrecipient eligible activity category and the programmatic report requirements under the Treasury Final Rule. This information should be used to prepare the Final Report discussed in [Section J.2](#).



U.S. DEPARTMENT OF THE TREASURY

Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



| Step | 1. Identify COVID-19 public health or economic impact | 2. Design a response that addresses or responds to the impact |
|--------------------------|--|--|
| Analysis | <ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class | <ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class |
| Simplifying Presumptions | <ul style="list-style-type: none"> Final Rule presumes certain populations and classes are impacted and disproportionately impacted | <ul style="list-style-type: none"> Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts |

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT

CITY OF WAUSAU – AMERICAN RESCUE PLAN ACT FUNDS

This Subrecipient Grant Agreement (“Agreement”) is made and entered into between the **City of Wausau**, a municipal corporation in and of the State of Wisconsin (“The City”), and **The Open Door a registered 501(c)3 non-profit organization** (“Subrecipient”).

WITNESSETH THAT:

WHEREAS, On March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”) and on May 10, 2021, the U.S. Treasury issued the Interim Final Rule (“IFR”) to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”) describing eligible and ineligible uses of funds (as well as other program provisions). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) Subrecipients may use Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) Funds to award grants to organizations that are responding to the negative impact of the COVID-19 public health emergency.

On January 6, 2022 the Treasury issued the Final Rule which took effect on April 1, 2022; and

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds to respond to the COVID-19 public health emergency and its economic impacts through four categories:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- To make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS The City is in receipt of funding under the American Rescue Plan Act (“ARPA Act”) and wants to support local projects that will benefit neighborhoods, business and communities who have been adversely impacted by COVID-19 by making grants available for associated project costs; and,

WHEREAS Subrecipient has been awarded a City of Wausau – American Rescue Plan Act Funds Grant (“ARPA Grant”) in the amount of Two Hundred and Thirty Nine Thousand One Hundred Nineteen Dollars and Thirty One Cents (\$239,119.31); and,

WHEREAS The City believes it is in its best interest to award Subrecipient an ARPA Grant.

NOW, THEREFORE, in consideration of the foregoing promises, the parties hereto agree that the use of American Rescue Plan Funds be conveyed to Subrecipient by the City subject to the following award information, conditions, and limitations indicated in this Agreement.

A. Award Information

Awarding Agency: City of Wausau
Point of Contact: Katie Rosenberg
Mayor
407 Grant Street, Wausau, WI 54403
715-261-6803
Katie.Rosenberg@ci.wausau.wi.us

Subrecipient Name: The Open Door
Point of Contact: Anne Drow
Executive Director
319 N 4th Street #2
Wausau WI 54403
715-848-4044
Opendoor319@gmail.com

Federal Awarding Agency: US Department of Treasury
CFDA #: 21.027 – Coronavirus State and Local Fiscal Recovery (CSLFRF)
Treasury Interim Final Rule Eligibility Activity: Expenditure Categories (EC) 2.1 Household Assistance: Food Programs; 2.2 Household Assistance: Rent, Mortgage and Utility Aid.
Treasury Final Rule Eligible Activity: 2: Negative Economic Impacts
2.16 Long-Term Housing Security: Services for Unhoused persons
Period of Performance: March 1, 2023 to December 31, 2024
Amount of Award and Budget Not To Exceed: \$239,119.31

B. Project Description

See *Exhibit A* for the approved Project Description.

C. Project Budget

Subrecipient must submit to the City a comprehensive project budget listing all proposed expenses under the Grant using the Budget vs. Actual format in the ARPA Grant **Budget Template in Attachment 1**. At a minimum, the budget must include salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment, marketing, and indirect costs, as applicable to Subrecipient. All expenses must be itemized, and all Grant Funds must be accounted for in this Projected Budget.

D. Uniform Administrative Requirements

1. § 200.302 Financial management.

(a) Each non-Federal entity must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and the other non-Federal entity's financial management systems, including records

documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. See also § 200.450.

(b) The financial management system of each non-Federal entity must provide for the following (see also §§ 200.334, 200.335, 200.336, and 200.337):

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§ 200.328 and 200.329. If a Federal awarding agency requires reporting on an accrual basis from a Subrecipient that maintains its records on other than an accrual basis, the Subrecipient must not be required to establish an accrual accounting system. This Subrecipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

(3) Records that identify adequately the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See § 200.303.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of § 200.305.

(7) Written procedures for determining the allowability of costs in accordance with subpart E of this part and the terms and conditions of the Federal award.

2. § 200.307 Program income.

Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Subrecipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

3. § 200.303 Internal controls.

The non-Federal entity must:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

Table 1. Internal controls best practices.

| Best Practice | Description | Example |
|---|---|--|
| Written policies and procedures | Formal documentation of Subrecipient policies and procedures | Documented procedure for determining worker eligibility for premium pay |
| Written standards of conduct | Formal statement of mission, values, principles, and professional standards | Documented code of conduct / ethics for subcontractors |
| Risk-based due diligence | Pre-payment validations conducted according to an assessed level of risk | Enhanced eligibility review of subrecipient with imperfect performance history |
| Risk-based compliance monitoring | Ongoing validations conducted according to an assessed level of risk | Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics |
| Record maintenance and retention | Creation and storage of financial and non-financial records | Storage of all subrecipient payment information |

E. General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City of Wausau shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent entity.
2. Subrecipient shall hold harmless and indemnify the City of Wausau from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

3. City of Wausau or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City of Wausau or Subrecipient from its obligations under this Agreement.
 - o City of Wausau may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City of Wausau and Subrecipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by Subrecipient under this Agreement shall, at the option of the City of Wausau, become the property of the City of Wausau .
 - o City of Wausau may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the City of Wausau may declare Subrecipient ineligible for any further participation in City of Wausau's award agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe Subrecipient is in noncompliance with any applicable rules or regulations, City of Wausau may withhold funding.

F. Award Assurances

A signature on this Agreement indicates that Subrecipient is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

2. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
3. Compliance with insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
4. These award funds will not be used to supplant existing financial support for current programs.
5. No portion of these award funds will be subcontracted without prior written approval unless expressly identified in the award agreement.
6. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions).

7. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for Subrecipients that expend \$750,000 or more in Federal awards during the Subrecipient's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. Certifications that neither Court Appointed Advocates for Children nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Department and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). No funding associated with this award will be used for lobbying.
9. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award.
10. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
11. An organization receiving award funds through the City of Wausau shall not use these funds for any activity related to the following:
 - i) Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.
 - ii) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
 - iii) Any attempt to influence:
 - (1) The introduction or formulation off federal, state, or local legislation; or
 - (2) The enactment or modification of any pending federal, state, or local legislation, through communication with any member or employee of Congress, the Wisconsin Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - iv) Any attempt to influence the introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Wisconsin or a local governmental entity through communication with any officer or employee of the United States Government, the State of Wisconsin or a local governmental entity,

including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

v) Any attempt to influence:

- (1) The introduction or formulation of federal, state, or local legislation;
- (2) The enactment or modification of any pending federal, state, or local legislation; or
- (3) The introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Wisconsin or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

vi) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

vii) Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Wisconsin or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy, or position, when such activities are carried on in support of or in knowing preparation of an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

12. An organization receiving award funds through the City of Wausau may, to the extent and in the manner authorized in its award, use award funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

i) Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

ii) Not specifically directed at:

- (1) Any member or employee of congress, the Wisconsin Legislature, or a local governmental entity responsible for enacting local legislation;
- (2) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
- (3) Any officer or employee of the United States Government, the State of Wisconsin, or a local governmental entity who is involved in introducing, formulating, modifying, or enacting a Federal, State, or local rule, regulation,

executive order, or any other program, policy, or position of the United States Government, the State of Wisconsin, or a local governmental entity.

This provision does not prohibit a Subrecipient or an applicant for the award from providing information that is directly related to the award.

13. Subrecipient proposed uses of the funds provided as payment under sections 601, 602 and 603 of the Social Security Act will be used only to cover those costs that:
 - i) Respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii) Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - iii) Are for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
 - iv) Are necessary investments in water, sewer, or broadband infrastructure.
14. Subrecipient understands that any funds provided pursuant to this certification cannot be used for depositing funds into any pension fund.
15. Subrecipient understands that funds received pursuant to this certification cannot be used for expenditures for which Subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

G. Notices

All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties listed below:

FOR CITY OF WAUSAU: Katie Rosenberg
 Mayor
 407 Grant Street, Wausau, WI 54403
 715-261-6803
 Katie.Rosenberg@ci.wausau.wi.us

FOR THE SUBRECIPIENT: Anne Drow
 Executive Director
 319 N 4th Street #2, Wausau WI 54403
 715-848-4044
 Opendoor319@gmail.com

H. Compensation and Method of Payment

The City provided the Subrecipient an ARPA Grant in the total amount of \$239,119.31 (“GrantAmount”). This grant is awarded in the amount of \$114,267.86 for 2023, and \$124,851.45 for 2024 as approved by the Wausau City Council.

Subrecipient hereby acknowledges and agrees that they shall only use the ARPA Grant for Eligible Expenses, as defined herein. Any expenses incurred by Subrecipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Subrecipient and Subrecipient shall not seek reimbursement of such expenses from the City.

The City will pay to Subrecipient an amount up to that specified in [Section A](#). Award Information, as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:

- (i) that Subrecipient has expended funds for eligible approved expenditures,
- (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation,
- (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City,
- (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit “A” and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations as described in Exhibit B.

Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient.

The aggregate of all payments made hereunder shall not exceed \$239,119.31.

a. Reimbursements

Subrecipient shall receive reimbursements according to the following annual schedule:

2023 – up to \$114,267.86

2024 – up to \$124,851.45

The City’s payment of reimbursements is subject to annual budgetary appropriation by the Wausau Common Council. The City shall not be obligated to provide reimbursements beyond the amounts authorized by the Common Council.

b. Drawdown Reporting

Subrecipient shall comply with the applicable regulations at 2 C.F.R. §200.305 for cost reimbursement agreements. See [Section J.1 Reporting Requirements](#), for the required financial reporting for the advanced grant proceeds.

c. Funds Recapture

The City shall recapture any unspent funds or funds for expenses that were determined to be ineligible and/or unallowable. Subrecipients are required to cooperate with recapture requests,

including any paperwork requests. See [Section J .2](#) Final Report for additional information concerning the funds recapture.

I. Eligible Expense

The City and Subrecipient agree that the items identified as “Eligible Expenditures” in [Exhibit B](#), attached hereto and incorporated herein, shall be considered “Eligible Expenses” that Subrecipient may use the ARPA Grant for. The City and Subrecipient agree that the items identified as “Ineligible Expenditures” in [Exhibit B](#) are expenses that Subrecipient is not permitted to use the ARPA Grant funds on. In the event there is a question about whether an expense is an Eligible Expense, Subrecipient shall reach out to the City for clarification prior to spending any funds on the expense in question.

Subrecipient shall provide the City with supporting documentation in accordance with [Exhibit C](#) attached hereto and incorporated herein. All supporting documentation requested in [Exhibit C](#) shall be attached at the time of submission of the Financial Reports discussed in [Section J. Reporting Requirements](#) and the City retains the right to ask Subrecipient for any additional documentation as necessary to satisfy this requirement and Subrecipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Subrecipient accordingly.

J. Reporting Requirements

The ARPA Grant **Annual Report in Attachment 2** is due annually by the 31st day of January following each calendar yearend as detailed in the schedule below:

| Performance Period | Report Due Date |
|---------------------------|--|
| 2023 | January 31, 2024 |
| 2024 | January 31, 2025 |
| Final Report | 60 days after all funds are exhausted but no later than March 31, 2025 |
| | |

If the Grant has been fully expended, the Subrecipient must submit a final report as described in [Section J.2 Final Reporting](#) below.

If there is no activity that quarter, the Subrecipient must submit the report with \$0 for the current quarter and the prior quarterly reports cumulative totals.

The first report is due the first quarter following execution of this agreement unless otherwise indicated by the City.

1. Financial Reports

Subrecipients must submit the ARPA Grant **Annual Report in Attachment 2** which contains the following items.

1. Subrecipient's name, address, and Grant number as they appear on the Grant document.
2. Start and end dates of the report period.

3. Hourly rate. Identify each employee or consultant whose time/activity is being billed to the Grant, the individual's title, and the hourly billing rate used to calculate reimbursement from the City for that individual's time/activity. Explain the method used for calculating hourly rates, e.g. whether benefits are included in the rate.
4. Staff hours. Indicate for each employee the total number of hours being billed to the Grant cumulatively and for the quarter. For each individual whose work time will be reimbursed from the Grant, multiply the relevant hours by the relevant hourly rate (see item #3) and indicate the cumulative total and total for the quarter.
5. Budget vs. Actual Costs. Submit a detailed budget vs. actual report by budgetary line item for each quarter and cumulatively for the Grant period to date. At a minimum, the accounting must include the following as applicable: salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment, marketing, and indirect costs. The accounting must itemize the expenditure of each dollar being billed to the Grant. Any deviation between the budgeted and actual costs must be explained in detail and approved by the City.
6. Supporting Documentation. Supporting documentation discussed in *Exhibit C* must be submitted quarterly with the financial report and reconcile to the expended amount for the quarter being reported.
7. Required Certification. In accordance with 2 C.F.R. § 200.415(a), include a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812)."

2. Final Report

A final report for the entire period of performance is due 60 days after the Subrecipient has completed all Grant activities that will be funded under the Grant, but not later than March 31, 2025.

- a. **Programmatic Report.** The final report must cover all activity conducted under the Grant. The report must be not more than five (5) single-spaced letter-sized pages using a font size of no smaller than 12 or larger than 14. In the narrative report, Subrecipient must briefly summarize the outcomes of the activities that Subrecipient proposed in the Project Description in [Section B](#). Additionally, Subrecipient should also include in this narrative report items such as problems encountered by the Subrecipient, items for which the Subrecipient needs additional guidance, and developments having a significant impact on the award supported activities, such as delays or adverse conditions which materially impair the ability to meet the objectives of the awards. The final report shall also describe any action taken or contemplated, and any assistance needed to resolve the situation.

- b. **Financial Report.** The Subrecipient must also submit final Budget vs. Actual report by budgetary line item consistent with the approved project budget. If there are any funds not expended, they must be returned to the City along with the final report.

The Subrecipient must also submit with the final report a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which states that all applicable closeout activities required in 2 CFR § 200.343 have been completed.

3. Delinquent Reports

Submission of any reports required in this Agreement beyond the stated due dates will be considered delinquent unless the City grants a written extension.

K. Records and Retention

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Subrecipient, and made available for review by City, the Auditor of the State of Wisconsin, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the period of performance documentation shall be retained while such action is pending.

Subrecipient shall comply with the requirements for record retention and access to records specified in the applicable regulations 24 C.F.R. §§ 214.315, 2 C.F.R. §§200.333- 200.337, and other applicable record retention requirements. Subrecipient may also be subject to record retention requirements under other applicable laws and regulations, including but not limited to, the nondiscrimination regulations cited in [Section F Award Assurances](#).

L. Oversight and Monitoring

Subrecipient must cooperate with all the City oversight activities, requests for access to facilities, requests for information, including, but not limited to, complete files, financial data, financial management system, and data. Oversight may include, but is not limited to, on-site or remote audit and/or review of financial records, on-site or remote review of the financial management system, and/or on-site or remote performance reviews by City staff or designee. Subrecipient must take measures to ensure that City has access to all related files, financial management system, financial records, and information for audit and oversight purposes that demonstrates to the satisfaction of City that the Subrecipient is in compliance with 24 C.F.R. Part 214 and the requirements of this Grant Agreement.

M. Audit Requirements

Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. § 7501-7507) and 2 CFR Part 200, Subpart F , which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or

audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

N. Representation by Subrecipient.

Subrecipient certifies that, as of the date of execution, it does not owe any delinquent taxes to the City and/or does not owe delinquent taxes or fees for which Subrecipient is liable.

Or, if such delinquent taxes or fees are owed to the City, Subrecipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Wisconsin or an agent or instrumentality thereof, or Subrecipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Subrecipient.

O. Disputes

1. Disputes

During performance of this Agreement, disagreements may arise between the Subrecipient and the City on various issues. If a dispute concerning a question of fact arises and cannot be resolved through negotiation, the City shall prepare a written decision, taking into account all facts and documentation presented. The decision shall be mailed by return receipt requested to the Subrecipient. Subrecipient may appeal the decision within thirty (30) calendar days of receipt of the City's decision by submitting a written appeal.

Subrecipients shall submit their appeal to: Katie Rosenberg, Mayor, 407 Grant Street, Wausau WI 54403.

2. False Statements.

A false statement in the Subrecipient's Project Description or Grant-related documents and reports, may be grounds for denial or termination of the Grant and punishable as provided in 18 U.S.C. §1001.

P. AUTHORITY.

IN WITNESS WHEREOF, City and Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below. The parties hereto have set their hands at Wausau, Wisconsin.

The Open Door
a charitable non-profit organization

By: _____

Date: _____

(Print Name): _____

Title: _____

By: _____

Date: _____

(witness)

CITY OF WAUSAU, WISCONSIN
a municipal corporation:

By: _____

Katie Rosenberg, Mayor

Date: _____

By: _____

Kaitlyn Bernarde, City Clerk

APPROVED AS TO FORM

By: _____

Anne Jacobson, City Attorney

Date: _____

EXHIBITS

| | |
|-----------|---|
| Exhibit A | Project Description |
| Exhibit B | Eligible Expenses |
| Exhibit C | Supporting Documentation |
| Exhibit D | Treasury Final Rule Programmatic Reporting Requirements |

EXHIBIT A – PROJECT DESCRIPTION

The Open Door of Marathon County

**A Day Services Program for the Homeless Community
Wausau Wisconsin
(ARPA Funded)**

NARRATIVE OVERVIEW

Founding Mission Statement (2010) & Added Scope of Services

Intention

“The Open Door is organized to provide charitable and educational services to meet the immediate and long term needs of individuals who are incarcerated and/or who have been released from jail or prison.”

Over the past year The Open Door of Marathon County Board of Directors, while keeping its Original Vision intact has embraced the actual statistics of those, we are already serving on a daily basis to include the unhoused and/or homeless populations of the Wausau Community regardless of whether or not the individual has a criminal justice history.

To this end, The Open Door is seeking funding to operate a Day Services Program (with non-mandated ancillary programming) for all individuals who fall into **ANY** of these categories.

The guidelines of operation will be consistent, and shall not exclude entry based upon any prohibited reason under Federal Guidelines provided for the operation of a low barrier shelter or warming center

Property Description

Location

Open Door’s physical address is 319 4th Street, Wausau, WI 54403

Description & Capacity

We are in the back of the parking lot for St. Paul’s United Church of Christ. the entrance to the parking lot is on 5th Street. Based on the total square footage proposed we are able to facilitate up to 40 guests at any given time. This is subject to having an adequate amount of paid & volunteer staffing.

Zoning

Commercial

Miscellaneous

See provided floor layout!

Amended Hours of Operation:

Monday through Friday: 5:00AM- 11:00 AM. and then 1:00PM – 6:00 PM.

Saturday and Sunday: 5:00AM to 2:00 PM.

NUMBERS OF PEOPLE SERVED:

- In 2022 we had 8586 visits from 574 unduplicated guests. In the first 6 weeks of 2023, we already have had 1670 visits comprised of 270 different individuals.
- In 2022, we provided clothing 1243 times (797 the last 6 months of the year).
- In the first 6 weeks of 2023 we have already provided clothing 282 times.
- The distribution of personal hygiene products to individuals continues to soar though the precise data cannot be properly expressed.

History:

Open Door is a non-profit based in downtown Wausau and serves Marathon County. Our focus when we first began in November of 2010 was to provide an initial safe haven (out of the elements) for those being released from incarceration at 5 AM. In many cases, simultaneous with their release, these individuals became the newest members of the Wausau Homeless population.

In addition to providing a safe environment with coffee and food available we are able to provide weather appropriate clothing, personal hygiene products, directions, and initial referrals to services and shelters if needed.

Further we provide access to preliminary things necessary to move forward in their journey with dignity. These services include access to Bus Tokens, accompaniment in applying for Foodshare & Badger Care, obtaining State Id's, Social Security Cards, & Government issued phones. We also offer free of charge, a place for their mail to be sent as well as (on an individual basis) limited storage of their belongings if clearly unfeasible to navigate around with.

Our current staffing consists of only one paid position (Executive Director), and a combination of Guest Volunteers (15) and Community Volunteers (20)

OVERVIEW OF PAST/ CURRENT LONG-TERM PROGRAMMING:

Case Management 2019 – Present

We work(ed) with people either currently incarcerated (letters) and/or recently released from incarceration. This included those defined as being homeless but presented with a justice involved history. (A current study showed this to be 83.4% of the demographic) The team consisted of a Certified Case Manager, a Certified Peer Specialist, Case Manager Assistants, and Resource Specialists. Initial contact was often established while the client was still incarcerated. The Team met monthly to discuss clients and any challenges they may have found. Consistent with current trends in the community, the biggest challenge in achieving lowered recidivism rates and housing retention was one of sustainability. The largest number of clients served was in 2021,

between July & December, when 103 clients provided with Case Management. (see Case Management under "Growth" section of this document).

Family Support Group 2018 – 2021

The Family Support Group was created to provide for the family and friends of incarcerated persons and met twice per month in the evening. Childcare was available. Facilitators and Counselors were paid through a Community Development Block Grant (CDGB)

Challenge Program 2017 – 2018

The Challenge Program was facilitated by a volunteer from the Community and was a program for men only utilizing a Cognitive Thinking model.

What's Next 2017- 2019

This was a program just for women just coming out of incarceration as well as anyone from the community who were still justice involved. We met for 8 consecutive weeks & childcare was provided. This program was run a total of 4 times. The focus of the group centered around supporting participants in finding housing and employment as well as addressing both acute and chronic health concerns. The facilitators and Childcare Person were paid a stipend from a CDGB Grant. Participants also received a stipend if they attended at least 7 of the 8 classes.

Life Skills and Job Readiness 2014 - 2017

This was a highly structured course taught by professionals in the community during the evening. The curriculum was based on life skills and getting ready to become employed. It was how to dress for success, how to act in an interview, etc. This was all on a volunteer basis.

Partner Project 2011 – 2013

Partner Project was a program pairing people in the community with guests to act as mentors. We had as many as 8 pairs of people working together during a given cycle. Each cycle ran for a six-month duration. Many of the participants built lasting relationships beyond the program end date.

GROWTH:

Based on the still unmet needs of both guests as well as the Wausau community this past year has been one of tremendous growth and expansion!

In August of 2022, Open Door became a participant in HMIS (Homeless Management Information System) enabling access to both Clarity and the BOS/COC (Balance of State and Continuum of Care systems) thus allowing us to converse with other providers with an implied ROI as well as making and assisting in referrals to the Housing Prioritization List.

In the Fall of 2022, we coordinated with Catholic Charities as they prepared to move into the CPC, transferring over all but a skeletal amount of their clothing to Open Door. We have more than doubled the amount of in-kind donations we have available as well as tripling the amount of clothing and hygiene distributions made in the 4th quarter of 2022 from the same period the year prior.

In response to a sharp increase in the number of individuals being released from jail in the afternoon, plus the gap between when lunch programs at the Salvation Army & Bridge Street close and overnight sheltering services open, The Open Door increased weekday hours of operation by 4 hours per day and weekend hours by 4 hours on Saturday & Sunday. (In the event of severe cold these hours are further expanded by yet another 4 hours).

Future Case Management:

In addition to providing a Day Services Program Open Door is continually writing new Grants in the hopes of being able to partner with other agencies as well as the Community Outreach Specialist of the WPD in being able to provide future longer term “boots on the ground” styles of Case Management. The target population will be for those who have been recently released from incarceration, the chronically homeless who have been moved from being unhoused. The intent will be one of achieving greater sustainability and reducing the overall numbers of individuals returning to being unhoused and to achieve lower recidivism.

Policies & Procedures: Safety Rules for Open Door Guests

Open Door strives to create an environment which is safe for guests, volunteers and staff. We are trying to create a positive environment that is respectful of one another without too many rules. Guests are encouraged to ask a staff member for clarification of any rule which they do not understand Most are common sense. We have implemented the following RULES, which is not an exhaustive list and shall not be limited to:

1. Alcohol, Illegal Drugs, Weapons, and Pornography are not allowed inside the building, or to be brought on the Church Property.
2. Beginning on March 1st, 2023 (or sooner) Guests will be required to check in their coats, backpacks and any other hand carried bags, and under no circumstances are guests allowed in any of the bathrooms before checking these items or after they have received them back prior to leaving for the day. Check-in frequency will be monitored, and guests should limit the # of in/outs to no more than two times on any given day.
3. Due to liability, The Open Door will not allow these items to be stored overnight. On an individual basis to be determined by management arrangements may possibly be made to temporarily hold a client’s belongings in a secured area of the basement. Open Door shall be held harmless of any responsibility for these belongings, and this privilege may be rescinded in the event of a client violating rules in a chronic manner.
4. Guests will be allowed to get clothing during their visit and bathrooms will be provided to try things on. Only **TWO** of any items may be given out per visit. Exceptions are coats, gloves, hats, shoes and winter footwear (**One only**) Guests may receive like kind items every 30 days

but may receive different items as needed if they have not received the same item in the past 30 days. (Exceptions may be made at the direction of the Executive Director or the Program Manager. Or, in their absence a paid staff member only!)

5. The use of tobacco products, including smoking, chewing, or vapor/e-cigs is prohibited inside the building and may only occur outside the building, and then only in a designated area. Clients are required to dispose of their cigarettes butts in the receptacle provided. Throwing butts on the ground may result in the guest being asked to leave for the day, and subsequent infractions may lead to a ban of up to 30 days. No rolling of cigarettes is permitted inside the building.
6. Guests who act in a manner which is threatening, combative, dangerous or disruptive to other guests, volunteers or staff will be asked to leave for the day. Chronic infractions will be handled on an individual basis and could result in a ban of up to 30 days for repeated violations of this or other rules outlined herein.
7. Unless in a structured group supervised by a facilitator talk about religion, politics, sex, drugs or crimes is prohibited. Out of respect for our neighbors this policy includes the designated smoking area and parking lot. This shall also include the use of profanity either inside or outside the building.
8. No fighting or horseplay (just ‘goofing around’) will be tolerated.
9. To avoid potential theft Secured charging stations for phones, laptops, tablets will be provided and using wall outlets is strongly discouraged. See a staff person or volunteer if you have any questions.
10. Guests will keep the walkway through the upper kitchen from becoming over crowded or congested to allow for the safe movement of guest & donor traffic.
11. Bathrooms on the lower level shall always remain locked and access must be obtained from a staff person or designated volunteer.
12. Kitchen rules will be clearly posted in the kitchen dining area, and at NO TIME may a guest have food or a beverage at any of the computer workstations designated for guests.
13. Guest are asked to not openly display taking of their medications in view of other guests as this can be triggering or result in medications being stolen. Medications should be checked in the tote room and must be taken with every day and never stored overnight, or longer.
14. NO SLEEPING or putting your feet up on chairs or tables. No laying on the floor.
15. Guests shall store their bikes in designated area(s) and away from the front door.
16. Listening of music on any of your personal devices should be done with earbuds.

Professional In-Services & Staff/Volunteer Retention

Open Door currently partners with The United Way, The Community Outreach Task Force, local churches, social media, and local news outlets to broaden our volunteer and staffing base. We are also undertaking an initiative actively recruiting community volunteers with professional backgrounds in areas of mental health or social services.

Considering the sharp uptick in the number of guests who present with untreated Mental Health issues and/or Methamphetamine addiction, Open Door is developing in-services to more adequately, appropriately & safely address potentially volatile or dangerous situations. These will include AODA Sensitivity & Recognition Training, Narcan Training through Vivent, online modules on de-escalation strategies, as well as our staff participating in the Crisis Intervention Training (CIT) being offered this Spring by the Marathon County Sheriff’s Office and NCTC.

EXPANSION

Over the past year The Open Door of Marathon County Board of Directors, while keeping its Original Vision intact has embraced the actual statistics of those, we are already serving daily to include the unhoused and/or homeless populations of the Wausau Community regardless of whether the individual has a criminal justice history.

To this end, The Open Door is seeking funding to operate a Day Services Program (with non-mandated ancillary programming) for all individuals who fall into ANY of these categories.

The guidelines of operation will be consistent and shall not exclude entry based upon any prohibited reason under Federal Guidelines provided for the operation of a low barrier shelter or warming center.

We are seeking funding to provide low-barrier behavioral based day services. This will necessitate increasing our rental footprint, revamping and repurposing of our existing space, and hiring paid staff to efficiently operate the program with optimal levels of safety for staff, volunteers and guests.

The desired environment will be one which embraces principles of truth, moral goodness, and a sense of spiritual belonging and unity It will also be one allowing for self-expressions of a variety of creative artistic beauty.

The proposed would additionally allow for providing four workstations for clients with access to the internet and phones for the purposes of job searches, seeking out housing and other goal-oriented opportunities empowering our guests as they are motivated to do so.

Staffing will be comprised of paid staff, community volunteers, and guest volunteers.

Revamping of both existing and expanded space will include:

- Repurposing our current entrance area (kitchen) as a more inviting lobby space with an initial reception station for guests, donors, and other visitors to initially check in. (Currently this is a very small, cramped space that rapidly becomes overly congested with guests congregating right inside the entrance way making it at times impossible to navigate one's way through.
- The build out of a coat-tote room for guests to check their coats backpacks and other items they have with them.
- Additional office space for staff to work in as well as meet with clients affording them dignity and privacy.
- Creating a more spacious kitchen and the adding of a dining area with tables and chairs allowing for communal dining and interaction.
- Buildout of previously noted workstations.
- Development of areas for hosting parallel optional programming including semi-weekly job-fairs and a weekly SMART recovery group to name just a couple (this will be an ongoing process to see what works and what doesn't always work but being mindful of partnering with other agencies in the community so as to not duplicate services.
- Creating areas for artistic expression

- Designating space for recreational activities, games, watching movies/TV promoting guests to stay engaged and active.

Program Sustainability:

While Open Door is including in this Proposal the inclusion of several of the one-time startup costs, we are also currently pursuing writing other Grants, Foundation Endowments and in-kind donations to re-direct these monies, in compliance with the ARPA Grant Stipulations into the third year of the program or beyond.

Open Door is creating marketing strategies utilizing social media ,a more robust website, and overall community awareness as a result of our efforts to garner increased cash donations.

To improve the favorable outcomes of our grant writing efforts, Open Door is developing a larger, more diversified grant writing team. We are also analyzing the value of Professional Grant Writing Services.

Open Door is engaged in qualifying for federal funding through The Second Chance Act (SCA) which supports state ,local,and tribal governm ents and nonprofit organizations in their work to reduce recidivism and improve outcom es for people returning from state and federal prisons , local jails ,and juvenile facilities .

Participation in Upcoming RFP’s and Grant Writing Cycles Include:

- CDBG Grants
- Community Foundation Funding
- Alkermes Inspiration Grant
- Impact 100j
- Greenheck
- United Way of Marathon County (for 2024 funding)
- EFSP Phase 40 Funds (due 2/17/23)

EXHIBIT B – ELIGIBLE EXPENSES

1. General

The City shall pay Subrecipient, up to the Maximum Grant Amount as stated in this agreement for Allowable Costs. Subrecipient is prohibited from using any part of this Grant to satisfy a delinquent federal debt.

2 CFR Part 200, Subpart E Allowable Costs/Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a Subrecipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Subrecipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

Allowable Costs are those incurred in the performance of this Grant Agreement that are determined by the City to be allowable, allocable, and reasonable in accordance with the:

- (A) Provisions of this Agreement, and
- (B) Applicable Federal cost principles as outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 C.F.R. Part 200](#). Subrecipient must obtain prior written approval for certain costs as outlined in 2 C.F.R. §200.407. If these regulations are revised or clarified during the period of performance of this Agreement the most recent revision or clarification shall apply.

2. Indirect Cost Rates

The allowable indirect cost rate is either the Negotiated Indirect Cost Rate Agreement (NICRA) or alternatively, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely.

As described in 2 C.F.R. Part 200.403, *Factors affecting allowability of costs*, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

3. Period of Availability of Funds

Subrecipient may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance.

4. Profits

No fee, profit, or other increment above allowable costs shall be paid to Subrecipient.

5. Example of Ineligible COVID Related Expenses

The following is a list of examples of costs that may *not* be eligible expenditures of payments from the Fund.

1. Damages covered by insurance
2. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency
3. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the Federal government pursuant to the CARES Act of contributions by State-to-State unemployment funds
4. Reimbursement to donors for donated items or services
5. Workforce bonuses other than hazard pay or overtime
6. Severance Pay
7. Legal settlements.

EXHIBIT C – SUPPORTING DOCUMENTATION

- A. **Documentation of Expenses.** Subrecipient must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses, and indirect cost rate agreements to support all draw requests for payment. In addition, Subrecipient must maintain a list of all clients served, if applicable.

All Subrecipients must be able to demonstrate and document the actual cost of service provision. The amount billed to the Grant cannot exceed the actual cost of providing the service. All information required to document expenses charged to the Grant must be made available to the City upon request and maintained for a period of at least three (3) years after the expiration of the Grant period or date of last payment, whichever occurs first.

- B. **Documentation of Personnel Expenses.** Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed and meet the standards required in 2 C.F.R. Part 200.430(i). The records must support the distribution of employee's salaries and wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (*i.e.*, estimates determined before the services are performed) alone do not qualify as support for charges to this Grant award. Records must reasonably reflect the total activity for which employees are compensated. Adequate documentation includes timesheets/timecards, payroll activity reports, and payroll rosters.
- C. **Standards for Financial Management Systems.** Subrecipient shall maintain and operate financial management systems that meet or exceed the federal requirements for funds control and accountability as established by the applicable regulations in 2 CFR 200, Subpart D.

EXHIBIT D – TREASURY FINAL RULE PROGRAMMATIC REPORTING REQUIREMENTS

The following represents Subrecipient eligible activity category and the programmatic report requirements under the Treasury Final Rule. This information should be used to prepare the Final Report discussed in [Section J.2](#).



U.S. DEPARTMENT OF THE TREASURY

Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



| Step | 1. Identify COVID-19 public health or economic impact | 2. Design a response that addresses or responds to the impact |
|---------------------------------|--|--|
| Analysis | <ul style="list-style-type: none"> Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class | <ul style="list-style-type: none"> Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class |
| Simplifying Presumptions | <ul style="list-style-type: none"> Final Rule presumes certain populations and classes are impacted and disproportionately impacted | <ul style="list-style-type: none"> Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts |

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

**Open Door of Marathon County
2 Year Day Services
Proposal
02/16/2023**

| | 2022 income | | 2023 full year | 2024 full year | 2023 ten months | Comments |
|------------------------------------|----------------------------|------------------------------------|-----------------------------|-----------------------------|----------------------|--|
| Revenues | | | | | | |
| Donations - In-Kind United Way | \$ 94,000.00 | Donations - In-Kind United Way | \$ 100,000.00 | \$ 100,000.00 | | includes one time absorption from CC |
| Gov't Grants/Contracts | \$ 6,000.00 | Gov't Grants/Contracts | \$ 6,000.00 | \$ 6,000.00 | | |
| Donations (General Funds Revenues) | \$ 57,910.74 | Donations (General Funds Revenues) | \$ 63,701.00 | \$ 70,071.00 | | Increased General funds revenues by 10% each year |
| Special Events | | Special Events | \$ 1,100.00 | \$ 1,100.00 | | Increased by \$1100 from original proposal |
| Foundation | <u>\$ 600.00</u> | Foundation Endowments | <u>\$ 1,500.00</u> | <u>\$ 1,500.00</u> | | Increased by \$1500 from original proposal |
| Total Revenues (cash) | \$ 64,510.74 | Total Revenues (cash) | \$ 72,301.00 | \$ 78,671.00 | \$ 60,250.84 | |
| Payroll Expenses | | | | | | |
| Salaries | \$ 35,000.00 | Salaries (see below) | \$ 119,250.00 | \$ 119,250.00 | | increase of \$84,250.00 (unchanged) |
| Seasonal Salaries | \$ - | Seasonal Salaries | \$ - | \$ - | | |
| Workers Comp | \$ 335.00 | Workers Comp | \$ 335.00 | \$ 335.00 | | |
| Life, STD, LTD | n/a | Life, STD, LTD | n/a | n/a | | |
| Dental | n/a | Dental | n/a | n/a | | |
| Health | n/a | Health | n/a | n/a | | |
| IRA 401K/Roth | n/a | IRA 401K/Roth | n/a | n/a | | |
| FICA/Medicare | \$ 9,443.88 | FICA/Medicare | \$ 31,063.88 | \$ 31,063.88 | | increase of \$21,620.00 (unchanged from original budget) |
| Unemployment Comp | | Unemployment Comp | | | | |
| Cafeteria Plan Fees | | Cafeteria Plan Fees | | | | |
| Personnel Subtotal | <u>\$ 35,000.00</u> | Personnel Subtotal | <u>\$ 119,250.00</u> | <u>\$ 119,250.00</u> | <u>\$ 99,375.00</u> | increase of \$84,250.00 Unchanged from original budget |
| Total Personnel | <u>\$ 44,778.88</u> | Total Personnel | <u>\$ 150,648.88</u> | <u>\$ 150,648.88</u> | \$ 125,540.73 | unchanged from original budget |

**Open Door of Marathon County
2 Year Day Services
Proposal
02/16/2023**

| | 2022 income | | 2023 full year | 2024 full year | 2023 ten months | Comments |
|----------------------------------|---------------------|--------------------------------------|---------------------|---------------------|---------------------|--|
| ONE TIME BUILDOUT | | | | | | |
| Opportunity Center | | | | | | |
| | | Phones, wi-fi Booster | \$ 1,000.00 | | | |
| | | Security Cameras | \$ 400.00 | | | |
| | | Supplies for Tote Room | \$ 1,000.00 | | | |
| | | Four Modular Work Stations | \$ 2,700.00 | \$ 2,000.00 | | shifted one time expense into year two |
| | | Dining Room/Kitchen Furnishings | \$ 1,300.00 | | | |
| | | Computer Hardware/Software | \$ 750.00 | | | |
| | | Misc Expenses | \$ 750.00 | | | |
| | | Total one time expenses 2023 | \$ 7,900.00 | | \$ 6,583.33 | one time expenses reportioned over two years \$9900 |
| Auditing Fees/accounting | \$ 49.99 | Accounting services Contracted | \$ 10,000.00 | \$ 10,000.00 | | <i>(Increased by \$7500.00 from original budget</i> |
| Office Supplies | \$ 342.49 | Office Supplies | \$ 342.49 | \$ 342.49 | | <i>based on bid accepted by City from Spencer LLC)</i> |
| Computer Accessories | | Computer Accessories | \$ 2,500.00 | \$ 2,500.00 | | |
| Telephone-Local/internet | \$ 2,305.52 | Telephone-Local/internet | \$ 3,061.52 | \$ 3,061.52 | | increase of \$756.00 |
| extended Internet | | extended Internet | | | | |
| | | | \$ 720.00 | \$ 720.00 | | increase of \$720.00 |
| Security Cameras | \$ 1,491.03 | Security Cameras | \$ 1,278.48 | \$ 1,278.48 | | |
| ISP/Online | | ISP/Online | | | | |
| Building Rent/[parking utilities | \$ 8,089.00 | Building Rent/[parking utilities | \$ 24,000.00 | \$ 24,000.00 | | |
| Facility Maintenance | \$ 1,322.50 | Facility Maintenance | \$ 1,322.50 | \$ 1,322.50 | | |
| Bank Service Fees | \$ 280.00 | Bank Service Fees | \$ 280.00 | \$ 280.00 | | |
| Heat/Utilities (included) | | Heat/Utilities (included) | | | | |
| Other types of Expenses | \$ 199.80 | other types of Expenses | \$ 199.80 | \$ 199.80 | | |
| Maintenance Supplies | | Maintenance Supplies | | | | |
| Depreciation | | Depreciation | | | | |
| D&O&EPI Insurance | | D&O&EPI Insurance | | | | |
| Liability Insurance | | Liability Insurance | \$ 905.00 | \$ 905.00 | | increased by \$570.00 |
| Admin Indirect Allocation | \$ 337.75 | Admin Indirect Allocation | \$ 337.75 | \$ 337.75 | | |
| | | Admin Indirect Allocation CC | | | | <i>Increase of \$50,000 Catholic Charities Administrative Fees</i> |
| | | Second Year one time expenses | | \$ 2,000.00 | | <i>one time expenses reportioned over two years \$9900</i> |
| Total Indirect | \$ 14,418.08 | Total Indirect | \$ 44,947.54 | \$ 46,947.54 | \$ 37,456.28 | |

**Open Door of Marathon County
2 Year Day Services
Proposal
02/16/2023**

| | 2022 income | | 2023 full year | 2024 full year | 2023 ten months | Comments |
|---------------------------|-----------------------------|---------------------------|-------------------------------|-------------------------------|------------------------------|--|
| HMIS Fees | \$ 600.00 | HMIS Fees | \$ 600.00 | \$ 600.00 | | |
| staff training | \$ 200.00 | staff training | \$ 200.00 | \$ 200.00 | | |
| volunteer appreciation | \$ 60.00 | volunteer appreciation | \$ 60.00 | \$ 60.00 | | |
| Contract Services | \$ 111.23 | Contract Services | \$ 111.23 | \$ 111.23 | | |
| Computer Software | | Computer Software | | | | |
| Cellular Phone | | Cellular Phone | | | | |
| Printing, copier expenses | \$ 554.55 | Printing, copier expenses | \$ 554.55 | \$ 554.55 | | |
| Service Fees | | Service Fees | | | | |
| Program Postage | \$ 200.00 | Program Postage | \$ 200.00 | \$ 200.00 | | |
| Program Materials | | Program Materials | \$ 1,200.00 | \$ 1,200.00 | | |
| Host Meetings | | Host Meetings | | | | |
| Travel & Lodging | \$ 270.00 | Travel & Lodging | \$ 270.00 | \$ 270.00 | | |
| dues/ subscriptions | | dues/ subscriptions | | | | |
| Honorariums | \$ 5,600.31 | Honorariums | \$ - | \$ - | | CM Honoraiums eliminated these 2 years |
| Advertising-Emp | \$ 1,980.25 | Advertising-Emp | \$ 1,980.25 | \$ 1,980.25 | | |
| Miscellaneous expense | | Miscellaneous expense | \$ 750.00 | \$ 750.00 | | |
| Total Direct | <u>\$ 9,576.34</u> | Total Direct | <u>\$ 5,926.03</u> | <u>\$ 5,926.03</u> | \$ 4,938.36 | |
| TOTAL EXPENSES | <u>\$ 68,773.30</u> | TOTAL EXPENSES | <u>\$ 234,422.45</u> | <u>\$ 228,522.45</u> | \$ 195,352.04 | |
| Net Income (Loss) | <u>\$ (4,262.56)</u> | Net Income (Loss) | <u>\$ (137,121.45)</u> | <u>\$ (124,851.45)</u> | <u>(\$135,101.20)</u> | \$311,972.90 (this is \$45,224.56 over budget using a 12 month 2023) |
| | | | <u>(\$137,121.00)</u> | <u>(\$124,851.45)</u> | \$ (114,267.86) | \$ 261,972.45 (this is \$4775.89 below budget using a 12 month 2023) |
| | | | | | | **** since the amount of money allocated for 2023 remains intact If Open Door adjusts 2023 to a 10 month buget this decreases deficit by \$27,020 suggestion to use these funds to pay Catholic Charities first year Administrative Fees. |
| Payroll Ncrease of | | | | | | Payroll Increase of \$84,250. per year: |
| | | | | | | Program Director: \$30,000 (full time) |
| | | | | | | Office Administrator/ program staff \$18,000 (partime) |

**Open Door of Marathon County
 2 Year Day Services
 Proposal
 02/16/2023**

| 2022 income | 2023 full year | 2024 full year | 2023 ten months | Comments |
|-------------|----------------|----------------|-----------------|---|
| | | | | Volunteer coordinator/ office admin \$12,000 (part time) 31 hours/ week of partime staff @ 15.25/hour \$24,250 (3 people) |

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
Public Health c Impacts of COVID 19
SPENDING ON RESPONDING TO NEGATIVE ECONOMIC IMPACT

While the pandemic impacted millions of American households and businesses it caused disproportionate impacts or more severe impacts to certain communities and populations. These severe and disproportionate households, communities, small businesses and nonprofits are presumed eligible for services that respond to the impact they experience.



| | | | |
|-------------------------|---|---------------|-------------------|
| Project Title | Catholic Charities Warming Center Year Round Expansion and Open Door Support | | |
| Department | Police Department | Contact Name: | Ben Bliven |
| Priority 1-6 (low-high) | 5 - Urgent | | |

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

Program Administration (Check all that apply)

| | | | |
|---|---|-------------------------------------|--|
| <input type="checkbox"/> | Internal Administration | <input checked="" type="checkbox"/> | Subrecipient (Identify) - Catholic Charities |
| Impacted Households Small Business, Nonprofit and Impacted Industries (Check all that Apply) | | | |
| <input checked="" type="checkbox"/> | Assistance to Low or Moderate income households | <input type="checkbox"/> | Assistance to Small Business (describe) |
| <input checked="" type="checkbox"/> | Assistance in a Qualified Census Tract | <input type="checkbox"/> | Aid to Impacted Industries (Describe) |
| <input checked="" type="checkbox"/> | Assistance to Nonprofits (Describe) | <input type="checkbox"/> | |

PROGRAM DESCRIPTION
attach additional information if needed

Community leaders have been in discussions regarding the ongoing crisis of homelessness in the Wausau community. One of the items regularly discussed is the gap in housing / shelter that exists in the Wausau community for homeless individuals from May 1 - October 31 annually when the Catholic Charities Warming Center is closed for business. Both Eau Claire and Lacrosse have year round warming centers for homeless individuals. City leaders have approached Catholic Charities to gauge their interest and ability to open the Warming Center on a year-round basis. Leadership of Catholic Charities has indicated their willingness and interest in opening that shelter on a year-round basis, however they have a revenue shortfall of \$270,000 annually to run a year-round shelter. This ARPA request would cover the gap in funding for 2023 and 2024 for Catholic Charities to operate a 12 month overnight Warming Center. In addition, Catholic Charities has agreed to provide administrative oversight and support to The Open Door as they expand to operate a Day Center. This is a cost of \$25,000 per year. The total Catholic Charities ARPA request is \$590,000.

PROGRAM ADMINISTRATION

Describe how the proposed program will be administered, the recipient eligibility requirements and the outreach plan

I have attached to this document a memo from the Catholic Charities Diocese of Lacrosse that outlines the program and budget.

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

Request for Budget Modification

Fuel Tank Upgrade for Metro Ride

Impetus for the Project

New Above Ground Fuel Storage Tank Secondary Containment Requirement

DATCP will be enforcing the following secondary containment requirements of Wisconsin Administrative Code ATCP 93 beginning January 1, 2022:

- ATCP 93.500(5)(d) - All existing pipe connections at the top of the tank and beneath all freestanding pumps and dispensers that routinely contain product shall be placed within secondary containment sumps by January 1, 2021. (*note: this deadline was extended to January 1, 2022*)
- ATCP 93.500(5)(f)(1) - Secondary containment sumps provided under this subsection shall have non-discriminating electronic sensors to detect liquids located in the lowest collection point of the sump, unless approved otherwise by the department.

Sites that are not in compliance with the requirements after January 1, 2022, will receive an administrative order to bring the site into compliance within 15 days as per ATCP 93.115(3)(c). Sites that do not comply within the allotted 15 days will be red-tagged and subject to any applicable reinspection fees.

Project Status

Price quotes were received from three vendors in October 2021. Northwest Petroleum submitted the lowest price, in large part because they proposed the use of existing underground piping rather than replacing it. They also agreed to complete the project before the end of the year. The Finance Committee and Common Council approved funds for the project in the amount of the Northwest Petroleum price quote.

| <u>Vendor</u> | <u>Price</u> |
|---------------------|--------------|
| U.S. Petroleum | \$31,155.00 |
| Walt's Petroleum | \$40,665.32 |
| Northwest Petroleum | \$21,200.25 |

Northwest Petroleum could not proceed with construction before the end of the year because materials were on backorder. They sought and received an extension from the state to allow continued operation of our fueling facility. Once materials were available, work was scheduled to begin during the week of March 21st (spring break week when our fuel demand would be lower).

When Northwest Petroleum broke ground near the fuel storage tank, they discovered proprietary pipe couplings from a vendor that is no longer in business. They stopped work and informed us that those couplings are no longer available. As a result, the underground piping between the fuel tank and dispenser could not be used as originally proposed. We requested that they seek another extension from the state so we could complete the project in June when school is no longer in session.

Northwest Petroleum provided an updated price quote of \$44,244.27, which includes pipe replacement and associated construction costs. They also quoted the replacement of the fuel dispenser and overhead light (which we should have requested originally) for an additional \$8,584.

To determine reasonableness of the new price, I applied an inflation factor of 8.5% to the original price quotes from the other two vendors and added Northwest Petroleum’s cost to date estimate of \$4,700. Costs to date would be paid even if the project were rebid.

| Vendor | Original Bid | Updated Price | Cost to Date | + Inflation @ 8.5% | + Northwest Cost to Date |
|---------------------|--------------|---------------------|--------------|--------------------|--------------------------|
| U.S. Petroleum | \$31,155.00 | NA | NA | \$33,803.18 | \$38,503.18 |
| Walt's Petroleum | \$40,665.32 | NA | NA | \$44,121.87 | \$48,821.87 |
| Northwest Petroleum | \$21,200.25 | \$ 44,244.27 | \$4,700.00 | | |

Northwest Petroleum’s price is not the lowest, but it seems reasonable. They have all parts and materials for our project on hand, and they are ready to proceed.

The current compliance enforcement extension issued by the State expires on September 1 and additional extensions will only be granted if parts are not available. Rebidding the project would delay completion and risk a shutdown of our fueling facility. Additionally, market conditions may drive prices higher than the current Northwest Petroleum bid.

Request for Budget Modification

I would like to accept the price quote submitted by Northwest Petroleum and proceed with the project. Please consider this a request for budget modification in the amount of \$31,628.34 which includes \$23,044.15 for pipe replacement and associated construction costs; and \$8,584.19 for replacement of the fuel dispenser and overhead light.

Prepared by:
 Greg Seubert
 Transit Director
 6/23/2022

Fuel Tank Upgrade for Metro Ride Project Budget Update

After waiting months for equipment on back order and for the resolution of fuel dispenser issues, the project is now complete. However, before we can pay pending invoices, we need to resolve a misunderstanding regarding project cost estimates and total project cost.

After construction was initiated, the project scope changed due to unforeseen circumstances (see Request for Budget Modification attached). I requested a revised cost estimate which was subsequently approved by council. Total cost on the PO was adjusted accordingly.

When the project was substantially complete, Northwest sent two invoices – one for the original bid amount and one for the revised bid amount. I contacted them on the same day to point out the error.

We met with the project manager several weeks ago and he said his intent was that the second cost estimate be added to the first to represent total project cost. My understanding was that the second cost estimate represented total project cost, not the difference. He agreed to take another look at the project and see if he could shave some cost. He has now offered a credit of \$4,150. A revised project budget summary is below.

I was very surprised when the second estimate from Midwest came in as high as it did. I never imagined that their intent was to add it to the first estimate. I don't recall that scenario ever being discussed. At this point, pending invoices exceed authorized project budget by \$17,996.41.

Project Budget Summary

| | | |
|---|--------------------|--------------------|
| Initial Price Quote | \$21,200.12 | |
| Updated Price Quote | <u>\$52,828.46</u> | |
| Budget Modification Approved by Council | \$31,628.34 | |
| | | |
| Outstanding PO | | \$52,828.46 |
| | | |
| Pending Invoice #86976 | \$21,183.06 | |
| Pending Invoice #86977 | <u>\$53,791.81</u> | |
| Subtotal | \$74,974.87 | |
| Less Northwest Petroleum Credit | <u>\$4,150.00</u> | |
| Total Due | | <u>\$70,824.87</u> |
| Budget Shortfall | | \$17,996.41 |

Prepared by:
Greg Seubert
Transit Director
1/15/2023

From: Shannon Geurink <sgeurink@NPSWausau.com>

Sent: Wednesday, January 4, 2023 11:28 AM

To: Greg Seubert <Greg.Seubert@ci.wausau.wi.us>

Subject: [EXTERNAL] RE: Metro Ride / 02-50104S City of Wausau / Northwest Petroleum > > Inv 86976 & 86977 & 122783 >> Payment Status??

Greg,

Hope the new year is starting off well for you.

I went through the contracts and all billings. I will give Metro Ride a \$4,150.00 credit toward these projects.

If you have any questions, please let me know.

Thank You,

Shannon Geurink

Shannon Geurink

Sales/Construction Manager

Northwest Petroleum Service, Inc.

4080 N. 20th Ave.

Wausau, WI 54401

Phone: 715.675.2084

Fax: 715.675.5507

Mobile: 715.574.4716

Email: sgeurink@NPSWausau.com

Web: www.NPSWausau.com

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Confidentiality Notice: This message is intended for the recipient only. If you have received this e-mail in error please disregard.



Northwest Petroleum Service, Inc.

4080 N. 20th Avenue
Wausau, WI 54401
Phone: 715-675-2084
Fax: 715-675-5507
E-mail: mail@NPSwausau.com
Web: www.NPSwausau.com

Invoice Number: 86976
Project Number: 71145
Monday, 17 October, 2022

PO Number: 33838

Invoice

To: City of Wausau
407 Grant Street
Wausau, WI 54403-4783

Ship To: Metro Ride
420 Plumer Street
Wausau, WI 54401

Project to install transition sump with a sensor and replace galvanized pipe with black pipe, per State

| <i>Installation</i> | <i>Qty</i> | <i>Amount</i> |
|---|------------|--------------------|
| Installation | 1.00 | \$10,094.00 |
| Miscellaneous Material | 1.00 | \$1,500.00 |
| Steel Product Pipe | 1.00 | \$2,000.00 |
| Installation Totals: | | <u>\$13,594.00</u> |
| <i>Other Equipment</i> | <i>Qty</i> | <i>Amount</i> |
| AST-2922 Transition Sump | 1.00 | \$1,044.66 |
| FEB-150-SC 1-1/2" Flexible Entry Boot-DW | 2.00 | \$235.82 |
| FEB-175-SC 1-3/4" Flexible Entry Boot-DW | 1.00 | \$135.09 |
| FNW410AJ 1-1/2" Full Port Ball Valve, Brass | 1.00 | \$56.36 |
| Transition Sump Fittings Kit | 1.00 | \$250.00 |
| Other Equipment Totals: | | <u>\$1,721.93</u> |
| <i>Sitework Services</i> | <i>Qty</i> | <i>Amount</i> |
| Excavation/Concrete Services | 1.00 | \$2,500.00 |
| Electrical Services | 1.00 | \$2,675.00 |
| Sitework Services Totals: | | <u>\$5,175.00</u> |
| <i>Tank Monitor</i> | <i>Qty</i> | <i>Amount</i> |
| DC404 S404 Liquid Sensor & Controller | 1.00 | \$692.13 |
| Tank Monitor Totals: | | <u>\$692.13</u> |

Project Subtotal: \$21,183.06

Sales Tax: \$0.00

Amount Paid: \$0.00

Total Invoice **\$21,183.06**

Terms: Net 10 Days



Northwest Petroleum Service, Inc.

4080 N. 20th Avenue
 Wausau, WI 54401
 Phone: 715-675-2084
 Fax: 715-675-5507
 E-mail: mail@NPSwausau.com
 Web: www.NPSwausau.com

Invoice Number: 86977
 Project Number: 73789
 Monday, 17 October, 2022
 PO Number: 33856

Invoice

To: City of Wausau
 407 Grant Street
 Wausau, WI 54403-4783

Ship To: Metro Ride
 420 Plumer Street
 Wausau, WI 54401

Installed new APT piping and replaced dispenser

| <i>Canopy</i> | <u>Qty</u> | <u>Amount</u> |
|--|------------|--------------------|
| SLM LED 24L SIL 5W UNV DIM 50 70CRI BRZ | 1.00 | \$778.02 |
| 4SQ B3S11G16 S BRZ | 1.00 | \$646.81 |
| ABKIT 4SQ STL PL 3/4X30 11BP | 1.00 | \$58.64 |
| KIT BCVR 4BC WHT | 1.00 | \$37.51 |
| Freight on Material | 1.00 | \$345.51 |
| Canopy Totals: | | \$1,866.49 |
| | | |
| <i>Dispensing Equipment</i> | <u>Qty</u> | <u>Amount</u> |
| Wayne High Speed Select Dispenser | 1.00 | \$6,411.56 |
| Wayne Select dispenser, 1 product, 2 hose Model# 3/G7237D/1GHJKMY/VW4 | | |
| 1 Year parts and labor warranty | | |
| 662-501-901 1-1/2" Emerg Valve Union Top Dbl Poppet | 1.00 | \$230.51 |
| FFUL15X12HMXHM 1 1/2 Male X Male X 12" flex connector | 1.00 | \$75.63 |
| Dispensing Equipment Totals: | | \$6,717.70 |
| | | |
| <i>Installation</i> | <u>Qty</u> | <u>Amount</u> |
| State Plans and Permits | 1.00 | \$1,200.00 |
| Installation | 1.00 | \$15,000.00 |
| Miscellaneous Materials | 1.00 | \$750.00 |
| APT Product Piping | 1.00 | \$2,880.00 |
| Crash Posts | 1.00 | \$310.00 |
| DPP-6Y 6" Bollard Cover, Yellow, Non-Ribbed, 60" | 2.00 | \$79.75 |
| DPP-6Y 6" Bollard Cover, Yellow, Non-Ribbed, 60" | -2.00 | -\$79.76 |
| Credited covers from contract; customer chose to paint crash posts instead | | |
| Installation Totals: | | \$20,139.99 |
| | | |
| <i>Island Form</i> | <u>Qty</u> | <u>Amount</u> |
| LMM-2715 Medium Bury Dispenser Sump 27"x15" G2000 | 1.00 | \$637.67 |
| SBK-3 Stabilizer Bar Kit | 1.00 | \$65.34 |
| IF36896SS 30"x8"x9"H 6"R Stainless Steel Island | 1.00 | \$1,060.77 |
| 36" U-Shaped Pipe Guard SS | 2.00 | \$2,093.84 |
| Sump Fitting Kit | 1.00 | \$250.00 |
| Island Form Totals: | | \$4,107.62 |

| <i>Extras</i> | <u>Qty</u> | <u>Amount</u> |
|--|------------|-------------------|
| TS-LSU Leak Sensing Unit TS-LLD Replaced leak detector on submersible | 1.00 | \$1,330.00 |
| 038-072-5 T-Adapter for Leak Detector | 1.00 | \$71.84 |
| Totals: | | \$1,401.84 |

| <i>Sitework Services</i> | <u>Qty</u> | <u>Amount</u> |
|----------------------------------|------------|--------------------|
| Excavation | 1.00 | \$3,000.00 |
| Electrical | 1.00 | \$5,912.50 |
| Concrete | 1.00 | \$7,500.00 |
| Soil Sampling | 1.00 | \$1,980.00 |
| Sitework Services Totals: | | \$18,392.50 |

| <i>Submersible Pump</i> | <u>Qty</u> | <u>Amount</u> |
|---|------------|-------------------|
| FNW221AK 2" Full Port Steel/ DI/ Ball Valve | 1.00 | \$276.00 |
| 710-02001V 2" Solenoid Valve | 1.00 | \$889.67 |
| STP-MLD-D Mechanical Leak Detector, Diesel | 1.00 | \$358.73 |
| STP-MLD-D Mechanical Leak Detector, Diesel | -1.00 | -\$358.73 |
| Submersible Pump Totals: | | \$1,165.67 |

| <i>Tank Monitor</i> | <u>Qty</u> | <u>Amount</u> |
|---|------------|---------------|
| DC404 S404 Liquid Sensor & Controller, Stand Alone Extra to contract; provided at no additional charge | 1.00 | \$0.00 |
| Tank Monitor Totals: | | \$0.00 |

| | |
|--------------------------|--------------------|
| Project Subtotal: | \$53,791.81 |
| Sales Tax: | \$0.00 |
| Amount Paid: | \$0.00 |
| Total Invoice | \$53,791.81 |
| Terms: | Net 10 Days |



Office of the City Attorney


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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: February 22, 2023
Re: Joint Powers Agreement with Marathon County for E911/NG-911 System

Purpose: To obtain your approval of a Joint Powers Agreement with Marathon County for the E911/NG-911 system.

Facts: On October 13, 2020, Council last approved a Joint Powers Agreement with the County for one year, effective September 1, 2020. A renewal for 2022 did not occur.

The City and County would like to reaffirm the September 1, 2020 agreement and enter into an agreement effective January 1, 2023 for one year.

Section 256.35(9)(a), Wis. Stats., requires public agencies to annually enter into a joint powers agreement.

Recommendation: Approval, as this is a request for reaffirmation of an existing relationship and agreement.

**JOINT POWERS AGREEMENT
MARATHON COUNTY E911/NG-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective January 1, 2023 and continue in full force and effect for a period of one year until December 31, 2023, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which was last reaffirmed on September 1, 2020.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(1) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this ____ day of _____, 2023

MARATHON COUNTY

BY: _____

Lance Leonhard
County Administrator

Dated and signed this ____ day of _____, 2023

CITY OF WAUSAU

BY: _____

Katie Rosenberg
Mayor

**JOINT POWERS AGREEMENT
MARATHON COUNTY E911/NG-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective September 1, 2020 and continue in full force and effect for a period of one year until 9/1/2021, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which began in January, 1993 and has been continuous since that time. All previous versions of this agreement are hereby superseded effective September 1, 2020.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(9)(a) through (c) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this 25th day of January, 2020 ~~2020~~ 2021

MARATHON COUNTY

BY: 
Lance Leonard ~~Leonard~~
County Administrator

Dated and signed this 14th day of October, 2020

CITY OF WAUSAU

BY: 
Katie Rosenberg
Mayor

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 92-1135

Date Introduced: October 13, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau and Marathon County have participated in an E911 system for several years; and

WHEREAS, Wis. Stats. §256.35(9)(a) through (c) mandates that public agencies participating in an E911/NG-911 system enter into a joint powers agreement; and

WHEREAS, your Finance Committee, at their October 13, 2020 meeting recommended approving the Joint Powers Agreement between Marathon County and the City of Wausau pursuant to the terms and provisions of Wis. Stats. §256.35(9)(a) through (c); and

WHEREAS, the attached Joint Powers Agreement is in conformity with the requirements of said statute.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the attached Joint Powers Agreement.

Approved:


Katie Rosenberg, Mayor



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne Jacobson *aj*
To: Finance Committee
Date: October 7, 2020
Re: Joint Powers Agreement with Marathon County for E911/NG-911 System

Purpose: To obtain your approval of a Joint Powers Agreement with Marathon County for the E911/NG-911 system.

Facts: On November 18, 1992, pursuant to state statutes, the City and Marathon County entered into a Joint Powers Agreement for an E9-1-1 system, approved by Council, effective January 15, 1993 for a period of one year automatically renewable annually unless terminated.

Another agreement was executed on September 19, 2013; however this agreement did not receive Council approval.

The County is again requesting an agreement be entered into which would be effective September 1, 2020 and continue for a period of one year until 9/1/2021.

Recommendation: Approval, as this is a request for reaffirmation of an existing relationship and agreement.

**JOINT POWERS AGREEMENT
MARATHON COUNTY E-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a)through(c), and City of Wausau, a public agency as defined by Wis. Statutes 256.35(9)(a)through(c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a)through(c), and in strict conformity therewith.
2. This agreement shall be effective October 01, 2013 and continue in full force and effect for a period of one year until September 01, 2014. This agreement shall be automatically renewed for additional one-year periods unless either party notifies the other in writing of its intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90)days prior to the annual expiration date.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(9)(a)through(c)are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this 19th day of September, 2013.

MARATHON COUNTY

BY: 

Brad Karger
County Administrator

Dated and signed this 26 day of SEPTEMBER, 2013.

BY: 

MAYOR - CITY OF WAUSAU

Official Title

MICROFILMED

JOINT POWERS AGREEMENT
MARATHON COUNTY E9-1-1 SYSTEM

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Stats. § 146.70(1)(f), and the City of Wausau, a public agency as defined by Wis. Stats. § 146.70(1)(f), that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Stats. § 146.70(9), and in strict conformity therewith.
2. This agreement shall be effective January 15, 1993, and continue in full force and effect for a period of one year until January 15, 1994. This agreement shall be automatically renewed for additional one-year periods unless either party notifies the other in writing of its intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the annual expiration date.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E9-1-1 system, such vehicle shall render its services to the persons needing the services regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries, subject to legally permissible availability and standby policies.
5. The definitions of Wis. Stats. § 146.70(1) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Stats. § 146.70(9)(c).
7. Nothing in this agreement shall have any effect on the monetary charge that the City currently makes or may make in the future to other governmental entities and/or individuals for emergency and/or non-emergency ambulance, fire, police or other services, regardless of whether those charges are made by agreement or other method.

Dated and signed this 18TH day of NOVEMBER, 1992.

MARATHON COUNTY

BY: Mort McBain
Mort McBain
County Administrator

Dated and signed this 18th day of Nov., 1992.

CITY OF WAUSAU

BY: John D. Hess
John D. Hess, Mayor
BY: Gary Lee Klingbeil
Gary Lee Klingbeil, Clerk

CITY OF WAUSAU

407 Grant Street
Wausau, WI 54401-4783

A RESOLUTION: Public Health and Safety Committee

Re: Authorizing Joint Powers Agreement with Marathon County

FILE NO. 92-1135
Introduced 11/17/92
Referred
Reported Back
Adopted 11-17-92
Other

Committee/Commission Action

RESOLUTION

WHEREAS, the City of Wausau and Marathon County will be participating in an E9-1-1 system; and

WHEREAS, Wis. Stats. § 146.70(9) mandates that public agencies participating in an E9-1-1 system enter into joint powers agreements; and

WHEREAS, the your Public Health and Safety Committee has recommended adoption of a Joint Powers Agreement between Marathon County and the City of Wausau pursuant to the terms and provisions of Wis. Stats. § 146.70(9); and

WHEREAS, the attached Joint Powers Agreement is in conformity with the requirements of said statute.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the attached Joint Powers Agreement between Marathon County and the City of Wausau is hereby approved, and the proper City officials are hereby authorized to execute that agreement.

92-1135-129



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.

The upfit of 4 2023 police squad vehicles by Belco Vehicle Solutions.

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

Supplies and labor needed to upfit police squads matching the operations of the current police squads.

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

The upfit for the 2022 police squads by Belco Vehicle Solutions was previously approved. With those vehicles now cancelled by the manufacture, this sole source request is to upfit the current replacement option in place of the cancelled 2022 squads. The PD has been satisfied with the layout and quality of work provided by Belco, and Fleet would like to continue with Belco to maintain consistency.

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

N/A. Belco is the vendor PD and Fleet would like to continue using to maintain as much consistency as possible with the squad fleet.

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

This price is only an 8.2% increase from their quote in 2021 for the vehicle replacements of 2022. The purchase of the new 2023 vehicles with Belco as the upfitter will come to a total purchase price less than the order for the 2022 vehicles.

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: DPW

Preparer: Solomon King

Vendor Name: Belco Vehicle Solutions

Expected amount of purchase or contract: \$54,868.52

Department Head Signature: **Date:**

Finance Director Signature: **Date:**



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

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

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

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.

We are requesting to spend \$64,000 to purchase 12 Motorola portable radios with needed accessories from NorthWay Communications of Wausau. These radios will be issued to the firefighters filling the newly created positions. The department has a long-standing relationship with Northway communications for all our portable, mobile, and base radios. Because we are placing a bulk order of these radios Northway communications was able to secure a discounted price from Motorola.

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

The two-way radios provide the ability for firefighter/paramedics to communicate while operating at all types of emergencies. Having personal radios issued to each firefighter is a life-safety issue. Firefighter/paramedics need to be able to always communicate with command and others.

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.

Northway Communications is a unique business that provides sales, service, and maintenance of radios for public safety agencies. They are located in Wausau has been our long-standing vendor. We have a good working relationship with this vendor and when we check the market prices for radios they are always the same or lower in price than other vendors from outside Wausau.

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

Only one other vendor in our region provides similar services and that company is based in Green Bay.

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

We did not request quotes from other vendors but we did talk with other Fire Chief's and confirmed that the prices quoted are at or lower than what other departments are paying for these type of radios.

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: Fire Department

Preparer: Robert Barteck, Fire Chief

Vendor Name: Northway Communications, Wausau, WI

Expected amount of purchase or contract: \$64,000

Department Head Signature:  **Date:** February 16, 2023

Finance Director Signature: _____ **Date:** _____

Billing Address:
 WAUSAU FIRE DEPT, CITY OF
 606 E THOMAS ST
 WAUSAU, WI 54401
 US

Quote Date:01/27/2023
 Expiration Date:03/01/2023
 Quote Created By:
 Scott Pagenkopf
 scott@northwaycom.com

End Customer:
 WAUSAU FIRE DEPT, CITY OF
 Contract: 24752 - WCA

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|--|-----|------------|------------|-----------------|
| | APX™ 6000 Series | APX6000 XE | | | | |
| 1 | H98KGF9PW6BN | APX6000 VHF MHZ MODEL 2.5 PORTABLE | 12 | \$3,595.00 | \$2,624.35 | \$31,492.20 |
| 1a | Q667BB | ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY) | 12 | \$0.00 | \$0.00 | \$0.00 |
| 1b | QA02006AA | ENH: APX6000XE RUGGED RADIO | 12 | \$880.00 | \$642.40 | \$7,708.80 |
| 1c | Q58AL | ADD: 3Y ESSENTIAL SERVICE | 12 | \$184.00 | \$184.00 | \$2,208.00 |
| 1d | QA09000AA | ADD: DIGITAL TONE SIGNALING | 12 | \$165.00 | \$120.45 | \$1,445.40 |
| 1e | QA01843AA | ADD: MANDOWN OPERATION | 12 | \$165.00 | \$120.45 | \$1,445.40 |
| 1f | H35BU | ADD: CONVENTIONAL OPERATION | 12 | \$550.00 | \$401.50 | \$4,818.00 |
| 1g | QA01427AB | ALT: IMPACT GREEN HOUSING | 12 | \$28.00 | \$20.44 | \$245.28 |
| 1h | Q806BM | ADD: ASTRO DIGITAL CAI OPERATION | 12 | \$567.00 | \$413.91 | \$4,966.92 |
| 2 | PMNN4547A | BATT IMPRES 2 LIION TIA4950 R IP68 3100T | 12 | \$213.15 | \$155.60 | \$1,867.20 |
| 3 | NNTN8897A | CHGR DESKTOP MULTI UNIT IMPRES 2 1 DISPLAY EXT PS US | 2 | \$1,188.00 | \$867.24 | \$1,734.48 |

Discounted Cost



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|-------------|---|-----|------------|------------|-----------------|
| 4 | PMMN4132A | ACCESSORY KIT,XVE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB | 12 | \$680.40 | \$496.69 | \$5,960.28 |

Grand Total

\$63,891.96(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

Date: 02/15/2023
To: Motorola Solutions Inc
500 W Monroe St 44th Flr
Chicago, IL 60661

From: City of Wausau Fire Department
Bill to Address: 606 E. Thomas Street, Wausau, WI 54403
Ultimate Address: 606 E. Thomas Street
Wausau, WI 54403
Phone#: 715-261-7900
fire@ci.wausau.wi.us

Subject: Notice to Proceed for Motorola Solutions Inc. attached equipment quote/proposal dated "01/27/2023" in the amount of \$63,891.96

This document serves as notice to proceed and proof of funds encumbered for the above referenced quote/proposal. The terms and conditions of "Wisconsin Counties Association" apply to this purchase order. "City of Wausau Fire Department" agrees to pay "Net 30 days upon shipment" to:

Ship To Address: Northway Communications, Inc.
105 E Oak St
Wausau WI 54401
715-842-0841

Payments can be authorized based solely on this document. I submit that I am a duly authorized employee of our organization and that my signature makes this a legal and binding document.

Signed, _____.

Robert Barteck
Chief
715-261-7900
Robert.barteck@ci.wausau.wi.us



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

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

Only one other vendor in our region provides similar services and that company is based in Green Bay.

CITY OF WAUSAU PURCHASE ORDER COVER SHEET

| | |
|--|----------------------------------|
| DEPARTMENT: Metro Ride | CONTACT NAME: Andrew Klaschus |
| VENDOR: Cummins | COST: \$23,351.24 each |
| PURCHASE DESCRIPTION: Purchase 3 Remanufactured Bus Engines | |
| COMPETITIVE PURCHASING PROCESS DOCUMENTATION | |



PLEASE INDICATE YOUR QUOTE AND BID EFFORTS BELOW. THIS IS A MANDATORY FORM FOR ANY PURCHASES IN EXCESS OF \$10,000 AND SHOULD ACCOMPANY THE PURCHASE ORDER DOCUMENTATION AND BE REMITTED TO FINANCE

Price quotes were sought from three vendors. Cummins, Inc. provided a quote; another vendor indicated they did not offer the engine we are looking for; and the third vendor did not respond. Documentation is attached.

- PURCHASE OF GOODS OR CONTRACT SERVICES \$10,000 TO \$25,000 – WRITTEN QUOTES REQUIRED**
 - QUOTE SUMMARY AND AT LEAST 3 QUOTES (ATTACHED) Only one quote received.
 - SOLE SOURCE JUSTIFICATION – APPROVED BY DEPT HEAD AND FINANCE DIRECTOR (ATTACHED)

- PURCHASE OF GOODS OR CONTRACT SERVICES GREATER THAN \$25,000 - FORMAL BID PROCESS REQUIRED**
 - PUBLIC CONSTRUCTION – FOLLOW STATE STATUTES
 - BIDS FORMALLY NOTICED
 - SEALED BIDS RECEIVED
 - BIDS OPENED AT BOARD OF PUBLIC WORKS
 - BID SUMMARY AND BIDS (ATTACHED)
 - SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)

- PURCHASE OF VOLATILE PRICING COMMODITIES \$10,000 TO \$50,000 – REQUIRES WRITTEN QUOTES**
 - QUOTE SUMMARY AND QUOTES (ATTACHED)
 - APPROVED SOLE SOURCE JUSTIFICATION (ATTACHED)

- PURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES UNDER \$25,000 - COMPETITIVE PROCESS ENCOURAGED**
 - QUOTE SUMMARY (ATTACHED)
 - QUOTES (ATTACHED)
 - APPROVED SOLE SOURCE JUSTIFICATION (ATTACHED)
 - OTHER PROCUREMENT DESCRIBE _____

- PURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES OVER \$25,000 – FORMAL RFP PROCESS REQUIRED**
 - FORMAL RFP (ATTACHED)
 - RFP FORMALLY NOTICED
 - PROPOSALS OPENED AT BOARD OF PUBLIC WORKS
 - PROPOSAL SUMMARY AND PROPOSALS (ATTACHED)
 - SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)

- COOPERATIVE PURCHASING PROGRAM/AGREEMENT (such as NJPA/State of Wisconsin)**

- PURCHASING EXEMPTION – SOFTWARE MAINTENANCE AND SUPPORT PROCURED FROM PROPRIETARY OWNER, ORIGINAL MANUFACTURER MAINTENANCE AND PARTS, INSURANCE SERVICES AND PRODUCTS FROM CVMIC AND TMIC**

Price quotes were sought from three vendors but only one was received. Most large engine rebuilders deal primarily with truck engines, because there are far fewer bus engines in circulation.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

WAUSAU WI BRANCH
 7815 CAMP PHILLIPS ROAD
 WESTON, WI 54476
 (715) 359-6888

QUOTE

EXPIRATION DATE 17-DEC-2022

| INVOICE NO |
|---|
| |
| TO PAY ONLINE LOGON TO customerpayment.cummins.com |

SOLD TO

CITY OF WAUSAU
 420 PLUMER ST
 WAUSAU, WI 54403

SHIP TO

METRO RIDE
 420 PLUMER ST
 WAUSAU, WI 54403

PAGE 1 OF 1

*** ON ACCOUNT CHARGE ***

CONTACT ANDY KLASCHUS

| DATE | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL | PUMP NO. | EQUIPMENT MAKE |
|-----------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 17-FEB-2023 | QUOTE | | | | |
| CUSTOMER NO. | SHIP VIA | FAIL DATE | ENGINE SERIAL NO. | CPL NO. | EQUIPMENT MODEL |
| 16406 | BEST WAY | | 73290363 | | |
| REF. NO. | SALESPERSON | PARTS DISP. | MILEAGE/HOURS | PUMP CODE | UNIT NO. |
| OEQT-100-275991 | AM544/OP305 | | | | |

| QUANTITY ORDERED | BACK ORDERED | QUANTITY SHIPPED | PART NUMBER | DESCRIPTION | PRODUCT CODE | UNIT PRICE | AMOUNT |
|------------------|--------------|------------------|-------------|-------------|--------------|------------|--------|
|------------------|--------------|------------------|-------------|-------------|--------------|------------|--------|

| | | | | | | | |
|---|--|--|----------|------------------------|-------|-----------|-----------|
| 1 | | | DR6954RX | BLK, LONG ISL 8.3 10 B | DRC | 20,251.24 | 20,251.24 |
| 1 | | | DR6159D | BLK, LONG ISL (HPCR) | CLEAN | 2,700.00 | 2,700.00 |

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)

RECON LB QUOTE

SAMPLE ENGINE SERIAL NUMBER 73290363

TRACKING#

FREIGHT: 400.00
SUB TOTAL: 23,351.24

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

TOTAL AMOUNT: US \$ 23,351.24

RECEIVED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the Customer (or customer(s) identified on the Quote and/or Invoice and Cummins Inc. ("Cummins")) and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable. **CUSTOMER OBLIGATIONS** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Customer receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase. **THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

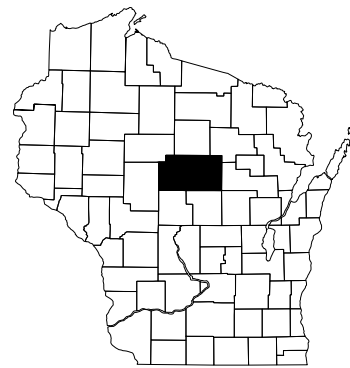
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION TRANSPORTATION PROJECT PLAT TITLE SHEET

6999-09-02

C WAUSAU, STEWART AVENUE

S 72ND AVENUE TO S 48TH AVENUE

LOC STR MARATHON COUNTY



CONVENTIONAL SYMBOLS

| | | | | | |
|---|-----|---|--|--|----|
| SECTION LINE | --- | SECTION CORNER SYMBOL | | R/W MONUMENT (TO BE SET) | ● |
| QUARTER LINE | --- | SECTION CORNER MONUMENT | | NON-MONUMENTED R/W POINT | ○ |
| SIXTEENTH LINE | --- | GEODETIC SURVEY MONUMENT | | FOUND IRON PIN (1-INCH UNLESS NOTED) | IP |
| NEW REFERENCE LINE | --- | SIXTEENTH CORNER MONUMENT | | OFF-PREMISE SIGN | |
| NEW R/W LINE | --- | SIGN | | COMPENSABLE | |
| EXISTING R/W OR HE LINE | --- | OFF-PREMISE SIGN | | NON-COMPENSABLE | |
| PROPERTY LINE | --- | ELECTRIC POLE | | TELEPHONE POLE | |
| LOT, TIE & OTHER MINOR LINES | --- | PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.) | | ACCESS RESTRICTED BY ACQUISITION | |
| SLOPE INTERCEPT | --- | NO ACCESS (BY STATUTORY AUTHORITY) | | NO ACCESS (BY PREVIOUS PROJECT OR CONTROL) | |
| CORPORATE LIMITS | --- | NO ACCESS (NEW HIGHWAY) | | PARCEL NUMBER (25) | |
| UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.) | --- | PARALLEL OFFSETS | | UTILITY NUMBER (40) | |
| NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER) | --- | BRIDGE | | TO BE REMOVED | |
| TEMPORARY LIMITED EASEMENT AREA | --- | CULVERT | | | |
| EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT) | --- | | | | |
| TRANSMISSION STRUCTURES | --- | | | | |

CONVENTIONAL ABBREVIATIONS

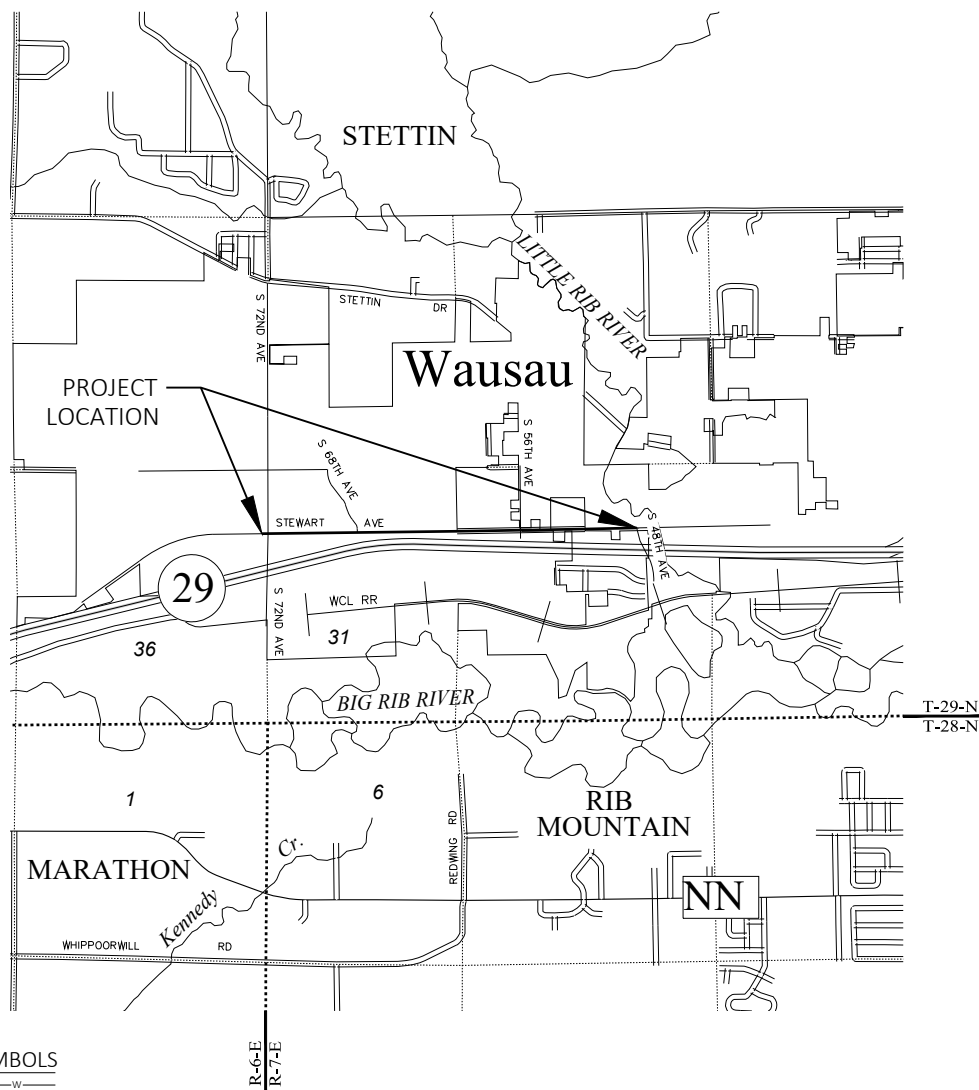
| | | | |
|----------------------------|-------|----------------------------------|--------|
| ACCESS RIGHTS | AR | POINT OF COMPOUND CURVE | PCC |
| ACRES | AC | POINT OF INTERSECTION | PI |
| AHEAD | AH | PROPERTY LINE | PL |
| ALUMINUM | ALUM | RECORDED AS (100') | (100') |
| AND OTHERS | ET AL | REEL / IMAGE | R/I |
| BACK | BK | REFERENCE LINE | R/L |
| BLOCK | BLK | REMAINING | REM |
| CENTERLINE | C/L | RESTRICTIVE DEVELOPMENT EASEMENT | RDE |
| CERTIFIED SURVEY MAP | CSM | | |
| CONCRETE | CONC | RIGHT | RT |
| COUNTY | CO | RIGHT OF WAY | R/W |
| COUNTY TRUNK HIGHWAY | CTH | SECTION | SEC |
| DISTANCE | DIST | SEPTIC VENT | SEPV |
| CORNER | COR | SQUARE FEET | SF |
| DOCUMENT NUMBER | DOC | STATE TRUNK HIGHWAY | STH |
| EASEMENT | EASE | STATION | STA |
| EXISTING | EX | TELEPHONE PEDESTAL | TP |
| GAS VALVE | GV | TEMPORARY LIMITED EASEMENT | TLE |
| GRID NORTH | GN | | |
| HIGHWAY EASEMENT | HE | TRANSPORTATION PROJECT PLAT | TPP |
| IDENTIFICATION | ID | UNITED STATES HIGHWAY | USH |
| LAND CONTRACT | LC | VOLUME | V |
| LEFT | LT | | |
| MONUMENT | MON | | |
| NATIONAL GEODETIC SURVEY | NGS | | |
| NUMBER | NO | | |
| OUTLOT | OL | | |
| PAGE | P | | |
| POINT OF TANGENCY | PT | | |
| PERMANENT LIMITED EASEMENT | PLE | | |
| POINT OF BEGINNING | POB | | |
| POINT OF CURVATURE | PC | | |

CURVE DATA ABBREVIATIONS

| | |
|--------------------|---------|
| LONG CHORD | LCH |
| LONG CHORD BEARING | LCB |
| RADIUS | R |
| DEGREE OF CURVE | D |
| CENTRAL ANGLE | Δ/DELTA |
| LENGTH OF CURVE | L |
| TANGENT | T |
| DIRECTION AHEAD | DA |
| DIRECTION BACK | DB |

CONVENTIONAL UTILITY SYMBOLS

| | |
|-----------------------------|-----|
| WATER | --- |
| GAS | --- |
| TELEPHONE | --- |
| OVERHEAD TRANSMISSION LINES | --- |
| ELECTRIC | --- |
| CABLE TELEVISION | --- |
| FIBER OPTIC | --- |
| SANITARY SEWER | --- |
| STORM SEWER | --- |
| ELECTRIC TOWER | ⊠ |



LAYOUT
SCALE 0 2,000 FT.

THE NOTES, CONVENTIONAL SIGNS, AND ABBREVIATIONS ARE ASSOCIATED WITH EACH TRANSPORTATION PROJECT PLAT FOR PROJECT 6999-09-02

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83(2011), IN U.S. SURVEY FEET. VALUES ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLE)S ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU OR THE TOWN OF STETTIN.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE TPP DETAIL PAGES.

PROJECT NUMBER 6999-09-02 - 4.01
SHEET 2 OF 3
AMENDMENT NO:

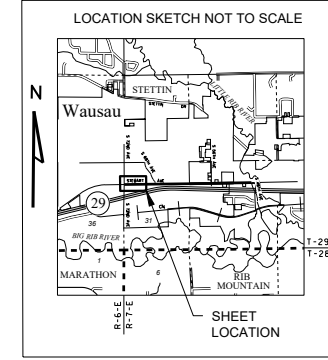
TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01

THAT PART OF LOT 1 OF CSM 1159 LOCATED IN PART OF THE SE1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, PART OF LOT 1 OF CSM 17539 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, PART OF LOT 1 OF CSM 4281, PART OF OUTLOT 1 OF CSM 12575, PART OF LOT 1 OF CSM 4787 AND PART OF LOT 1 OF CSM 4767 LOCATED IN PART OF THE N1/2 OF THE FRACTIONAL NW1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, PART OF PARCEL A OF CSM 6176, PART OF LOT 1 OF CSM 609, PART OF LOT 1 OF CSM V. 1 P. 250, PART OF LOTS 1 AND 2 OF CSM 9120, PART OF LOT 1 OF CSM 4168, PART OF LOT 1 OF CSM 393, PART OF LOT 1 OF CSM 394 AND LOT 1 OF CSM 14275 LOCATED IN PART OF THE S1/2 OF THE FRACTIONAL NW1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, ALL IN CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

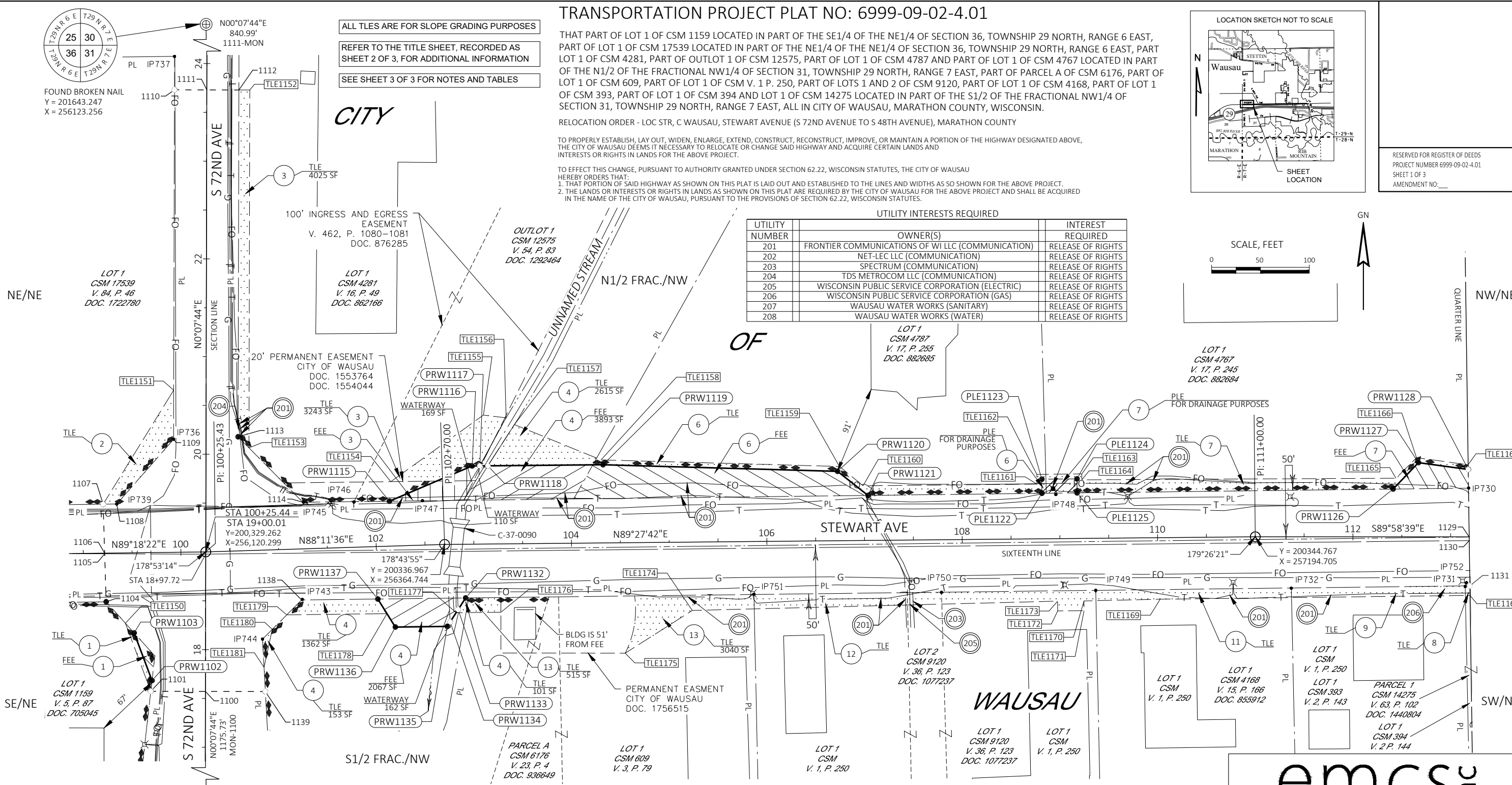
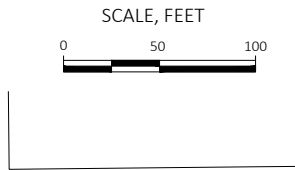
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.



RESERVED FOR REGISTER OF DEEDS
 PROJECT NUMBER 6999-09-02-4.01
 SHEET 1 OF 3
 AMENDMENT NO: _____

ALL TLES ARE FOR SLOPE GRADING PURPOSES
 REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, FOR ADDITIONAL INFORMATION
 SEE SHEET 3 OF 3 FOR NOTES AND TABLES

| UTILITY INTERESTS REQUIRED | | |
|----------------------------|---|-------------------|
| UTILITY NUMBER | OWNER(S) | INTEREST REQUIRED |
| 201 | FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION) | RELEASE OF RIGHTS |
| 202 | NET-LEC LLC (COMMUNICATION) | RELEASE OF RIGHTS |
| 203 | SPECTRUM (COMMUNICATION) | RELEASE OF RIGHTS |
| 204 | TDS METROCOM LLC (COMMUNICATION) | RELEASE OF RIGHTS |
| 205 | WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC) | RELEASE OF RIGHTS |
| 206 | WISCONSIN PUBLIC SERVICE CORPORATION (GAS) | RELEASE OF RIGHTS |
| 207 | WAUSAU WATER WORKS (SANITARY) | RELEASE OF RIGHTS |
| 208 | WAUSAU WATER WORKS (WATER) | RELEASE OF RIGHTS |



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

| PARCEL NUMBER | OWNERS | INTERESTS REQUIRED | R/W SF REQUIRED | | | PLE SF | TLE SF |
|---------------|--|--------------------|-----------------|----------|-------|--------|--------|
| | | | NEW | EXISTING | TOTAL | | |
| 1 | MARATHON COUNTY, A WISCONSIN MUNICIPAL CORPORATION | FEE/TLE | 301 | --- | 301 | --- | 313 |
| 2 | APOGEE WAUSAU GROUP, INC., A WISCONSIN CORPORATION | TLE | --- | --- | --- | --- | 2264 |
| 3 | KINGSPAN LIGHT & AIR LLC, A DELAWARE LIMITED LIABILITY COMPANY | FEE/TLE | 1556 | --- | 1556 | --- | 7268 |
| 4 | CITY OF WAUSAU, A WISCONSIN MUNICIPALITY | FEE/TLE | 5960 | --- | 5960 | --- | 4231 |
| 6 | BADGER HOUSING ASSOCIATES III, A WISCONSIN CO-PARTNERSHIP | FEE/PLE/TLE | 8254 | --- | 8254 | 63 | 3247 |
| 7 | OSHCOR CORPORATION, A WISCONSIN CORPORATION | FEE/PLE/TLE | 1521 | --- | 1521 | 455 | 4586 |
| 8 | WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY | TLE | --- | --- | --- | --- | 47 |
| 9 | BRIAN LUEDTKE PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY | TLE | --- | --- | --- | --- | 1746 |
| 11 | INDUSTRIAL TOWEL AND UNIFORM, INC., A WISCONSIN CORPORATION | TLE | --- | --- | --- | --- | 1997 |
| 12 | RUTH A. VAN ERT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY | TLE | --- | --- | --- | --- | 4622 |
| 13 | DP REAL ESTATE LLC, A WISCONSIN LIMITED LIABILITY COMPANY | TLE | --- | --- | --- | --- | 3555 |

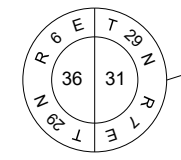


I, KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 09/22/2022
 PRINT NAME: KEVIN C. BOYER
 REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
 PRINT NAME: _____



FOUND CHISELED 'X'
 Y = 199010.709
 X = 256117.331

- 201 FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
 VOL. 66 PG. 561 DOC. 604190 - PAR. 2, 3, 4, 6 & 7
 VOL. 155 PG. 286 DOC. 645939 - PAR. 9
 VOL. 155 PG. 604 DOC. 646161 - PAR. 11, 12 & 13
 VOL. 158 PG. 567 DOC. 647598 - PAR. 8
 VOL. 440 PG. 101 DOC. 859525 - PAR. 13
 VOL. 578 PG. 187 DOC. 959612 - PAR. 7
- 202 NET-LEC LLC (COMMUNICATION)
 DOC. 1607184 - PAR. 12
- 203 SPECTRUM (COMMUNICATION)
 NO RECORD OF EASEMENT - PAR. 12
- 204 TDS METROCOM LLC (COMMUNICATION)
 NO RECORD OF EASEMENT - PAR. 3
- 205 WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)
 NO RECORD OF EASEMENT - PAR. 12
 DOC. 1770320 - PAR. 13
- 206 WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
 NO RECORD OF EASEMENT - PAR. 9
- 207 WAUSAU WATER WORKS (SANITARY)
 DOC. 1756515 - PAR. 13
- 208 WAUSAU WATER WORKS (WATER)
 DOC. 1756515 - PAR. 13

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, FOR ADDITIONAL INFORMATION

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01 EXTENSION SHEET

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"X24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM V. 1 P. 250, CSM 393, CSM 394, CSM 609, CSM 1159, CSM 4168, CSM 4281, CSM 4767, CSM 4787, CSM 6176, CSM 9120, CSM 12575, CSM 14275, CSM 17539, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 72ND AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM 1159, CSM 4281, CSM 17539, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, DOCUMENT 866506, DOCUMENT 886119, DOCUMENT 902560. DOCUMENT 929270, DOCUMENT 10530621, DOCUMENT 1120662, AND DOCUMENT 1140608.

EXISTING ACCESS CONTROL ALONG S 72ND AVE AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, AND DOCUMENT 10530621.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

4

4

Table with 4 columns: POINT, Y (NORTHING), X (EASTING), DESCRIPTION. Lists existing monuments including iron pipes, rods, capped pipes, and rebars.

COURSE TABLE with 3 columns: COURSE, BEARING, DISTANCE. Lists various course segments with bearings and distances.

STATION & OFFSET TABLE with 3 columns: POINT NO., STATION, OFFSET. Lists stationing points and their offsets.

TLE STATION & OFFSET TABLE with 3 columns: POINT NO., STATION, OFFSET. Lists TLE stationing points and their offsets.

STATION & OFFSET TABLE with 3 columns: POINT NO., STATION, OFFSET. Lists stationing points and their offsets.

TLE STATION & OFFSET TABLE with 3 columns: POINT NO., STATION, OFFSET. Lists TLE stationing points and their offsets.

PLE STATION & OFFSET TABLE with 3 columns: POINT NO., STATION, OFFSET. Lists PLE stationing points and their offsets.

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.02

THAT PART OF LOT 2 OF CSM 14700 AND PART OF LOT 1 OF CSM 11809 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 14275, PART OF LOT 1 OF CSM 3510 AND PART OF LOT 1 OF CSM 394 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU

HEREBY ORDERS THAT:
 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

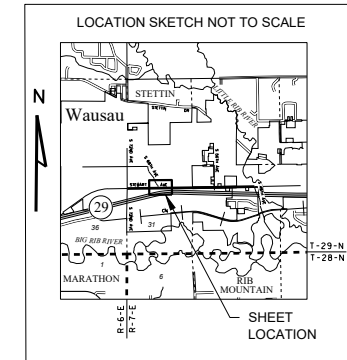
ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"x24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM 394, CSM 3510, CSM 11809, CSM 11835, CSM 13127, CSM 14275, CSM 14700, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 68TH AVE: CSM 11809, CSM 13127, CSM 14700, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, DOCUMENT 824834, AND DOCUMENT 825067.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.



RESERVED FOR REGISTER OF DEEDS
 PROJECT NUMBER 6999-09-02-4.02
 AMENDMENT NO. _____

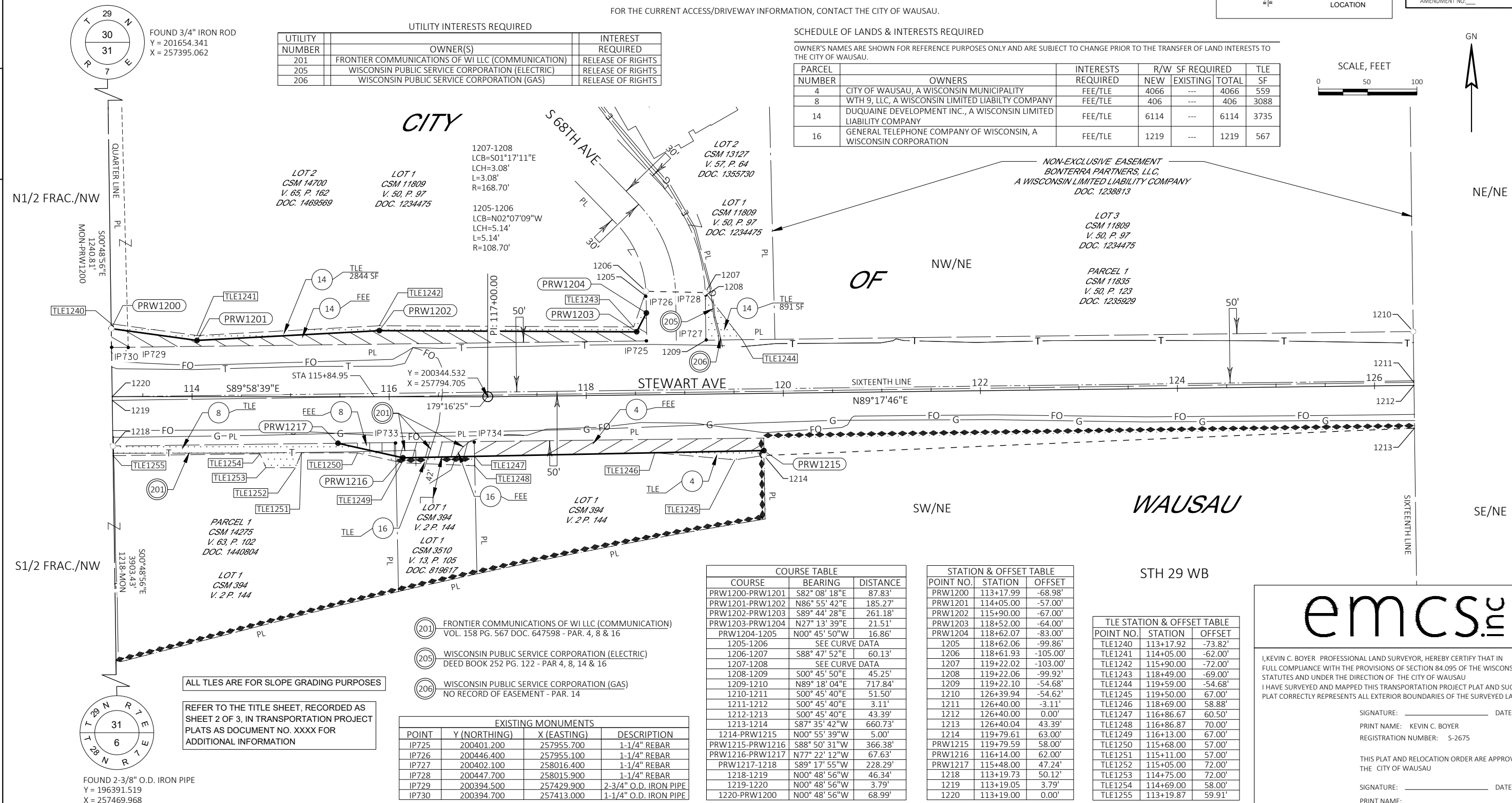
UTILITY INTERESTS REQUIRED

| UTILITY NUMBER | OWNER(S) | INTEREST REQUIRED |
|----------------|---|-------------------|
| 201 | FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION) | RELEASE OF RIGHTS |
| 205 | WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC) | RELEASE OF RIGHTS |
| 206 | WISCONSIN PUBLIC SERVICE CORPORATION (GAS) | RELEASE OF RIGHTS |

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

| PARCEL NUMBER | OWNERS | INTERESTS REQUIRED | R/W SF REQUIRED | | | TLE SF |
|---------------|--|--------------------|-----------------|----------|-------|--------|
| | | | NEW | EXISTING | TOTAL | |
| 4 | CITY OF WAUSAU, A WISCONSIN MUNICIPALITY | FEE/TLE | 4066 | --- | 4066 | 559 |
| 8 | WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY | FEE/TLE | 406 | --- | 406 | 3088 |
| 14 | DUQUAINE DEVELOPMENT INC., A WISCONSIN LIMITED LIABILITY COMPANY | FEE/TLE | 6114 | --- | 6114 | 3735 |
| 16 | GENERAL TELEPHONE COMPANY OF WISCONSIN, A WISCONSIN CORPORATION | FEE/TLE | 1219 | --- | 1219 | 567 |



- (201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 158 PG. 567 DOC. 647598 - PAR. 4, 8 & 16
- (205) WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)
DEED BOOK 252 PG. 122 - PAR 4, 8, 14 & 16
- (206) WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
NO RECORD OF EASEMENT - PAR. 14

EXISTING MONUMENTS

| POINT | Y (NORTHING) | X (EASTING) | DESCRIPTION |
|-------|--------------|-------------|-----------------------|
| IP725 | 200401.200 | 257955.700 | 1-1/4" REBAR |
| IP726 | 200446.400 | 257955.100 | 1-1/4" REBAR |
| IP727 | 200402.100 | 258016.400 | 1-1/4" REBAR |
| IP728 | 200447.700 | 258015.900 | 1-1/4" REBAR |
| IP729 | 200394.500 | 257429.900 | 2-3/4" O.D. IRON PIPE |
| IP730 | 200394.700 | 257413.000 | 1-1/4" O.D. IRON PIPE |

COURSE TABLE

| COURSE | BEARING | DISTANCE |
|-----------------|----------------|----------|
| PRW1200-PRW1201 | S82° 08' 18"E | 87.83' |
| PRW1201-PRW1202 | N86° 55' 42"E | 185.27' |
| PRW1202-PRW1203 | S89° 44' 28"E | 261.18' |
| PRW1203-PRW1204 | N27° 13' 39"E | 21.51' |
| PRW1204-1205 | N00° 45' 50"W | 16.86' |
| 1205-1206 | SEE CURVE DATA | |
| 1206-1207 | S88° 47' 52"E | 60.13' |
| 1207-1208 | SEE CURVE DATA | |
| 1208-1209 | S00° 45' 50"E | 45.25' |
| 1209-1210 | N89° 18' 04"E | 717.84' |
| 1210-1211 | S00° 45' 40"E | 51.50' |
| 1211-1212 | S00° 45' 40"E | 3.11' |
| 1212-1213 | S00° 45' 40"E | 43.39' |
| 1213-1214 | S87° 35' 42"W | 660.73' |
| 1214-PRW1215 | N00° 55' 39"W | 5.00' |
| PRW1215-PRW1216 | S88° 50' 31"W | 366.38' |
| PRW1216-PRW1217 | N77° 22' 12"W | 67.63' |
| PRW1217-1218 | S89° 17' 55"W | 228.29' |
| 1218-1219 | N00° 48' 56"W | 46.34' |
| 1219-1220 | N00° 48' 56"W | 3.79' |
| 1220-PRW1200 | N00° 48' 56"W | 68.99' |

STATION & OFFSET TABLE

| POINT NO. | STATION | OFFSET |
|-----------|-----------|----------|
| PRW1200 | 113+17.99 | -68.98' |
| PRW1201 | 114+05.00 | -57.00' |
| PRW1202 | 115+90.00 | -67.00' |
| PRW1203 | 118+52.00 | -64.00' |
| PRW1204 | 118+62.07 | -83.00' |
| 1205 | 118+62.06 | -99.86' |
| 1206 | 118+61.93 | -105.00' |
| 1207 | 119+22.02 | -103.00' |
| 1208 | 119+22.06 | -99.92' |
| 1209 | 119+22.10 | -54.68' |
| 1210 | 126+39.94 | -54.62' |
| 1211 | 126+40.00 | -3.11' |
| 1212 | 126+40.00 | 0.00' |
| 1213 | 126+40.04 | 43.39' |
| 1214 | 119+79.61 | 63.00' |
| PRW1215 | 119+79.59 | 58.00' |
| PRW1216 | 116+14.00 | 62.00' |
| PRW1217 | 115+48.00 | 47.24' |
| 1218 | 113+19.73 | 50.12' |
| 1219 | 113+19.05 | 3.79' |
| 1220 | 113+19.00 | 0.00' |

TLE STATION & OFFSET TABLE

| POINT NO. | STATION | OFFSET |
|-----------|-----------|---------|
| TLE1240 | 113+17.92 | -73.82' |
| TLE1241 | 114+05.00 | -62.00' |
| TLE1242 | 115+90.00 | -72.00' |
| TLE1243 | 118+49.00 | -69.00' |
| TLE1244 | 119+59.00 | -54.68' |
| TLE1245 | 119+50.00 | 67.00' |
| TLE1246 | 118+69.00 | 58.88' |
| TLE1247 | 116+86.67 | 60.50' |
| TLE1248 | 116+86.87 | 70.00' |
| TLE1249 | 116+13.00 | 67.00' |
| TLE1250 | 115+68.00 | 57.00' |
| TLE1251 | 115+11.00 | 57.00' |
| TLE1252 | 115+05.00 | 72.00' |
| TLE1253 | 114+75.00 | 72.00' |
| TLE1254 | 114+69.00 | 58.00' |
| TLE1255 | 113+19.87 | 59.91' |

emcs

I, KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 09/22/2022
 PRINT NAME: KEVIN C. BOYER
 REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
 PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.03

THAT PART OF LOT 3 OF CSM 11809 AND PART OF PARCEL 2 OF CSM 11835 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

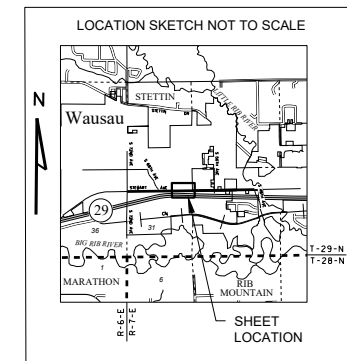
TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

| PARCEL NUMBER | OWNERS | INTERESTS REQUIRED | R/W SF REQUIRED | | | TLE SF |
|---------------|--|--------------------|-----------------|----------|-------|--------|
| | | | NEW | EXISTING | TOTAL | |
| 17 | RODNEY STEIF, A 1/2 INTEREST, PAULA KNOBLOCK, A 1/4 INTEREST AND PAUL KNOBLOCK, A 1/4 INTEREST, AS TENANTS IN COMMON D/B/A S & K INVESTMENTS | FEE/TLE | 194 | --- | 194 | 1873 |

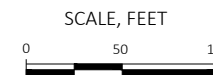


RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.03
AMENDMENT NO. _____

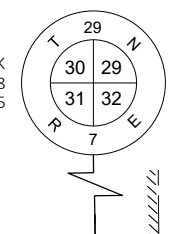
CITY

ALL TLES ARE FOR SLOPE GRADING PURPOSES

REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, IN TRANSPORTATION PROJECT PLATS AS DOCUMENT NO. XXXX FOR ADDITIONAL INFORMATION



FOUND NAIL IN ROCK
Y = 201693.958
X = 260039.185



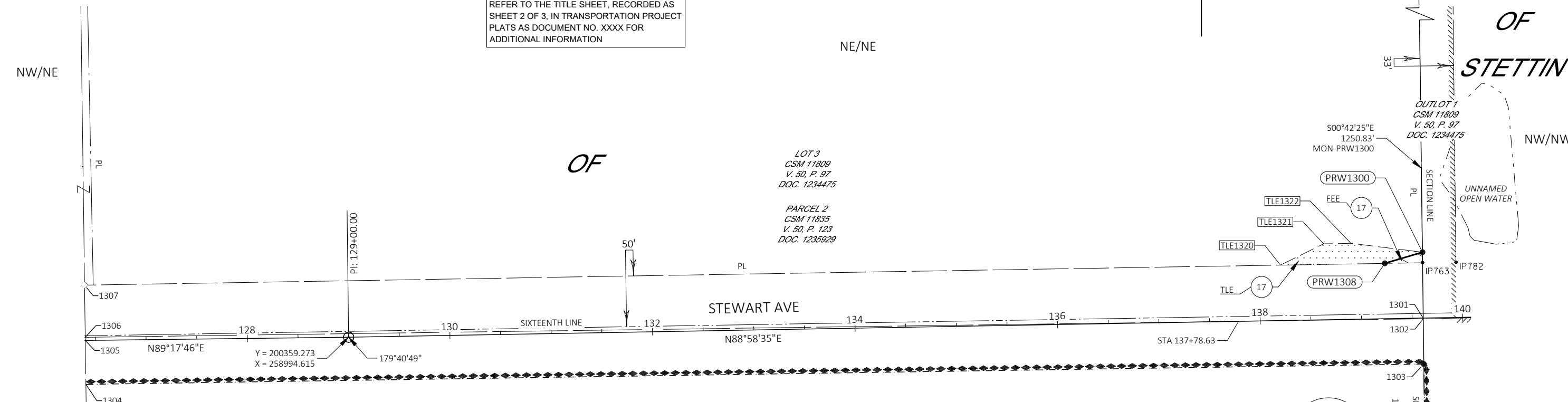
TOWN OF STETTIN

LOT 3
CSM 11809
V. 50, P. 97
DOC. 1234475

PARCEL 2
CSM 11835
V. 50, P. 123
DOC. 1235929

OUTLOT 1
CSM 11809
V. 50, P. 97
DOC. 1234475

UNNAMED OPEN WATER



NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4\"X24\" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), CSM 11809, CSM 11835, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13).

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

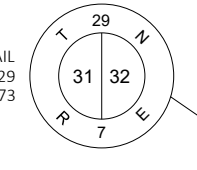
| POINT NO. | STATION | OFFSET |
|-----------|-----------|---------|
| PRW1300 | 139+61.33 | -65.00' |
| 1301 | 139+60.97 | 0.00' |
| 1302 | 139+60.97 | 0.73' |
| 1303 | 139+60.72 | 45.43' |
| 1304 | 126+40.04 | 43.39' |
| 1305 | 126+40.00 | 0.00' |
| 1306 | 126+40.00 | -3.11' |
| 1307 | 126+39.94 | -54.62' |
| PRW1308 | 139+24.00 | -54.62' |

| COURSE | BEARING | DISTANCE |
|-----------------|--------------|----------|
| PRW1300-1301 | S00°42'25\"E | 65.00' |
| 1301-1302 | S00°42'25\"E | 0.73' |
| 1302-1303 | S00°42'25\"E | 44.69' |
| 1303-1304 | S89°07'40\"W | 1320.92' |
| 1304-1305 | N00°45'40\"W | 43.39' |
| 1305-1306 | N00°45'40\"W | 3.11' |
| 1306-1307 | N00°45'40\"W | 51.50' |
| 1307-PRW1308 | N89°02'28\"E | 1283.75' |
| PRW1308-PRW1300 | N73°26'02\"E | 38.75' |

| POINT NO. | STATION | OFFSET |
|-----------|-----------|---------|
| TLE1320 | 138+21.00 | -54.73' |
| TLE1321 | 138+64.00 | -75.00' |
| TLE1322 | 138+91.00 | -75.00' |

| POINT | Y (NORTHING) | X (EASTING) | DESCRIPTION |
|-------|--------------|-------------|-------------|
| IP763 | 200432.908 | 260054.752 | 1\" REBAR |
| IP782 | 200433.394 | 260087.701 | 1\" REBAR |

FOUND SURVEY NAIL
Y = 199061.029
X = 260071.673



SW/NW

emcs

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 09/22/2022
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU
SIGNATURE: _____ DATE: _____
PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.04

THAT PART OF THE SW1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

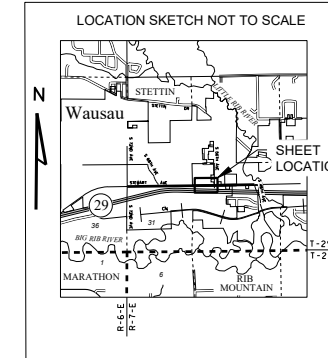
| PARCEL NUMBER | OWNERS | INTERESTS REQUIRED | TLE SF |
|---------------|---|--------------------|--------|
| 18 | JEFF P. WEBSTER AND LISA R. TESKE, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY | TLE | 703 |
| 19 | MARGARET E. SCHLAIS TRUST DATED NOVEMBER 21, 2003 | TLE | 2038 |

UTILITY INTERESTS REQUIRED

| UTILITY NUMBER | OWNER(S) | INTEREST REQUIRED |
|----------------|--|-------------------|
| 203 | SPECTRUM (COMMUNICATION) | RELEASE OF RIGHTS |
| 206 | WISCONSIN PUBLIC SERVICE CORPORATION (GAS) | RELEASE OF RIGHTS |

TLE STATION & OFFSET TABLE

| POINT NO. | STATION | OFFSET |
|-----------|-----------|--------|
| TLE1430 | 152+65.61 | 65.00' |
| TLE1431 | 152+40.00 | 55.00' |
| TLE1432 | 152+40.00 | 45.01' |
| TLE1433 | 151+41.00 | 45.04' |
| TLE1434 | 151+36.00 | 56.00' |
| TLE1435 | 151+15.00 | 56.00' |
| TLE1436 | 151+04.00 | 45.05' |
| TLE1437 | 150+30.00 | 45.08' |
| TLE1438 | 150+30.00 | 50.00' |
| TLE1439 | 150+00.00 | 50.00' |
| TLE1440 | 150+00.00 | 45.09' |
| TLE1441 | 146+70.00 | 45.19' |
| TLE1442 | 146+00.00 | 50.00' |
| TLE1443 | 144+55.00 | 50.00' |
| TLE1444 | 143+75.00 | 45.29' |
| TLE1445 | 142+17.00 | 45.34' |
| TLE1446 | 142+08.00 | 61.00' |
| TLE1447 | 141+84.00 | 61.00' |
| TLE1448 | 141+75.00 | 45.36' |
| TLE1449 | 140+19.00 | 45.41' |
| TLE1450 | 140+19.00 | 51.00' |
| TLE1451 | 139+60.69 | 51.00' |



RESERVED FOR REGISTER OF DEEDS
 PROJECT NUMBER 6999-09-02-4.04
 AMENDMENT NO. _____

STATION & OFFSET TABLE

| POINT NO. | STATION | OFFSET |
|-----------|-----------|---------|
| IP782 | 139+94.24 | -54.59' |
| 1400 | 139+61.33 | -65.00' |
| 1401 | 139+94.30 | -64.78' |
| 1402 | 152+63.03 | -55.00' |
| 1403 | 152+96.26 | -55.01' |
| 1404 | 152+95.97 | -0.18' |
| 1405 | 152+95.97 | 0.00' |
| 1406 | 152+95.72 | 44.99' |
| 1407 | 152+65.72 | 45.00' |
| 1408 | 139+60.72 | 45.43' |
| 1409 | 139+60.97 | 0.73' |
| 1410 | 139+60.97 | 0.00' |

COURSE TABLE

| COURSE | BEARING | DISTANCE |
|------------|---------------|----------|
| 1400-1401 | N89° 21' 25"E | 32.97' |
| 1401-IP782 | S00° 38' 35"E | 10.20' |
| IP782-1402 | N88° 57' 28"E | 1268.79' |
| 1402-1403 | N88° 57' 20"E | 33.23' |
| 1403-1404 | S00° 42' 46"E | 54.83' |
| 1404-1405 | S00° 42' 46"E | 0.18' |
| 1405-1406 | S00° 42' 46"E | 44.99' |
| 1406-1407 | S88° 57' 20"W | 30.00' |
| 1407-1408 | S88° 57' 28"W | 1305.00' |
| 1408-1409 | N00° 42' 25"W | 44.69' |
| 1409-1410 | N00° 42' 25"W | 0.73' |
| 1410-1400 | N00° 42' 25"W | 65.00' |

ALL TLES ARE FOR SLOPE GRADING PURPOSES

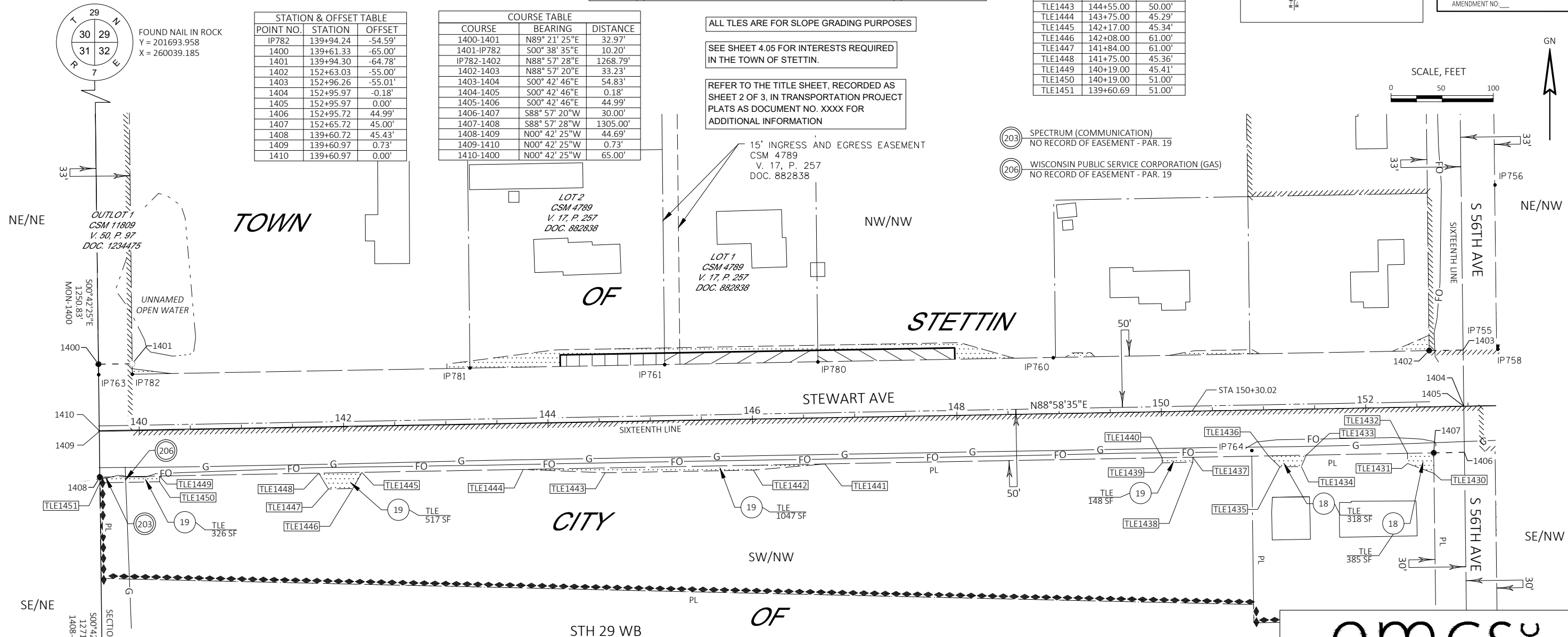
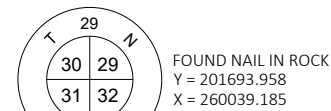
SEE SHEET 4.05 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, IN TRANSPORTATION PROJECT PLATS AS DOCUMENT NO. XXXX FOR ADDITIONAL INFORMATION

15' INGRESS AND EGRESS EASEMENT
 CSM 4789
 V. 17, P. 257
 DOC. 882838

203 SPECTRUM (COMMUNICATION)
 NO RECORD OF EASEMENT - PAR. 19

206 WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
 NO RECORD OF EASEMENT - PAR. 19



NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"X24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), CSM 4789, CSM 11809, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 56TH AVE: R/W PLAT T 020-2(13), AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE & S 56TH AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13).

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

EXISTING MONUMENTS

| POINT | Y (NORTHING) | X (EASTING) | DESCRIPTION |
|-------|--------------|-------------|-----------------------|
| IP755 | 200460.938 | 261423.443 | MAG NAIL |
| IP756 | 200618.348 | 261420.633 | 1-1/4" O.D. IRON PIPE |
| IP758 | 200457.925 | 261423.474 | MAG NAIL |
| IP760 | 200449.523 | 260988.552 | 3/4" REBAR |
| IP761 | 200442.752 | 260608.409 | 1-1/4" O.D. IRON PIPE |
| IP763 | 200432.908 | 260054.752 | 1" REBAR |
| IP764 | 200358.779 | 261182.834 | 3/4" O.D. IRON PIPE |
| IP780 | 200445.419 | 260758.355 | 1-1/4" O.D. IRON PIPE |
| IP781 | 200439.467 | 260417.984 | 1-1/4" O.D. IRON PIPE |
| IP782 | 200433.394 | 260087.701 | 1" REBAR |

emcs inc

I, KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 09/22/2022
 PRINT NAME: KEVIN C. BOYER
 REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
 PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.06

THAT PART OF THE NE1/4 OF THE NW1/4 AND PART OF THE SE1/4 OF THE NW1/4 OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, IN TRANSPORTATION PROJECT PLATS AS DOCUMENT NO. XXXX FOR ADDITIONAL INFORMATION

ALL TLES ARE FOR SLOPE GRADING PURPOSES
SEE SHEET 4.07 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

| POINT NO. | STATION | OFFSET |
|-----------|-----------|--------|
| TLE1620 | 162+67.00 | 44.64' |
| TLE1621 | 162+67.00 | 55.00' |
| TLE1622 | 162+37.00 | 55.00' |
| TLE1623 | 162+37.00 | 44.65' |
| TLE1624 | 159+75.00 | 44.74' |
| TLE1625 | 159+75.00 | 55.00' |
| TLE1626 | 159+31.00 | 55.00' |
| TLE1627 | 159+31.00 | 44.76' |
| TLE1628 | 158+61.00 | 44.78' |
| TLE1629 | 158+61.00 | 55.00' |
| TLE1630 | 158+33.00 | 55.00' |
| TLE1631 | 158+33.00 | 44.79' |
| TLE1632 | 158+02.00 | 44.80' |
| TLE1633 | 158+02.00 | 51.00' |
| TLE1634 | 157+69.00 | 51.00' |
| TLE1635 | 157+69.00 | 44.82' |
| TLE1636 | 157+35.00 | 44.83' |
| TLE1637 | 157+35.00 | 55.00' |
| TLE1638 | 156+86.00 | 55.00' |
| TLE1639 | 156+86.00 | 44.85' |
| TLE1640 | 156+65.00 | 44.85' |
| TLE1641 | 156+65.00 | 55.00' |
| TLE1642 | 156+45.00 | 55.00' |

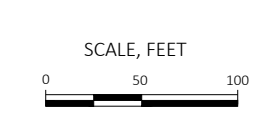
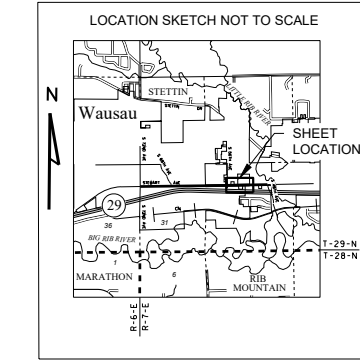
| POINT NO. | STATION | OFFSET |
|-----------|-----------|---------|
| TLE1643 | 156+45.00 | 44.86' |
| TLE1644 | 155+80.00 | 44.89' |
| TLE1645 | 155+80.00 | 55.00' |
| TLE1646 | 155+49.00 | 55.00' |
| TLE1647 | 155+49.00 | 44.90' |
| TLE1648 | 154+52.00 | 44.93' |
| TLE1649 | 154+52.00 | 65.00' |
| TLE1650 | 153+86.00 | 65.00' |
| TLE1651 | 153+86.00 | 44.96' |
| TLE1652 | 153+30.00 | 44.98' |
| TLE1653 | 153+30.00 | 126.00' |
| TLE1654 | 153+25.28 | 126.00' |
| TLE1655 | 153+29.25 | -91.00' |
| TLE1656 | 153+46.33 | -91.00' |
| TLE1657 | 153+46.55 | -76.98' |
| TLE1658 | 153+51.72 | -76.64' |
| TLE1659 | 153+51.00 | -68.00' |
| TLE1660 | 155+02.77 | -68.00' |
| TLE1661 | 155+02.70 | -55.09' |
| TLE1662 | 158+72.00 | -55.22' |
| TLE1663 | 158+72.00 | -66.00' |
| TLE1664 | 159+22.80 | -66.00' |
| TLE1665 | 159+22.74 | -55.24' |

| POINT NO. | STATION | OFFSET |
|-----------|-----------|---------|
| 1600 | 166+31.25 | -55.50' |
| 1601 | 166+30.96 | -1.10' |
| 1602 | 166+30.96 | 0.00' |
| 1603 | 166+30.72 | 44.50' |
| 1604 | 153+25.72 | 44.98' |
| 1605 | 152+95.72 | 44.99' |
| 1606 | 152+95.97 | 0.00' |
| 1607 | 152+95.97 | -0.18' |
| 1608 | 152+96.26 | -55.01' |
| 1609 | 153+29.03 | -55.02' |

| COURSE | BEARING | DISTANCE |
|-----------|---------------|----------|
| 1600-1601 | S00° 43' 07"E | 54.41' |
| 1601-1602 | S00° 43' 07"E | 1.09' |
| 1602-1603 | S00° 43' 07"E | 44.50' |
| 1603-1604 | S88° 57' 20"W | 1305.00' |
| 1604-1605 | S88° 57' 20"W | 30.00' |
| 1605-1606 | N00° 42' 46"W | 44.99' |
| 1606-1607 | N00° 42' 46"W | 0.18' |
| 1607-1608 | N00° 42' 46"W | 54.83' |
| 1608-1609 | N88° 57' 21"E | 32.77' |
| 1609-1600 | N88° 57' 20"E | 1302.22' |

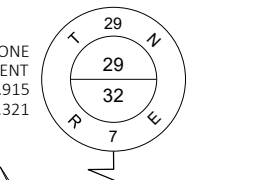
| UTILITY NUMBER | OWNER(S) | INTEREST REQUIRED |
|----------------|---|-------------------|
| 201 | FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION) | RELEASE OF RIGHTS |

UTILITY INTERESTS REQUIRED
FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 59 PG. 487 DOC. 600748 - PAR. 38
VOL. 59 PG. 496 DOC. 600757 - PAR. 38 & 41

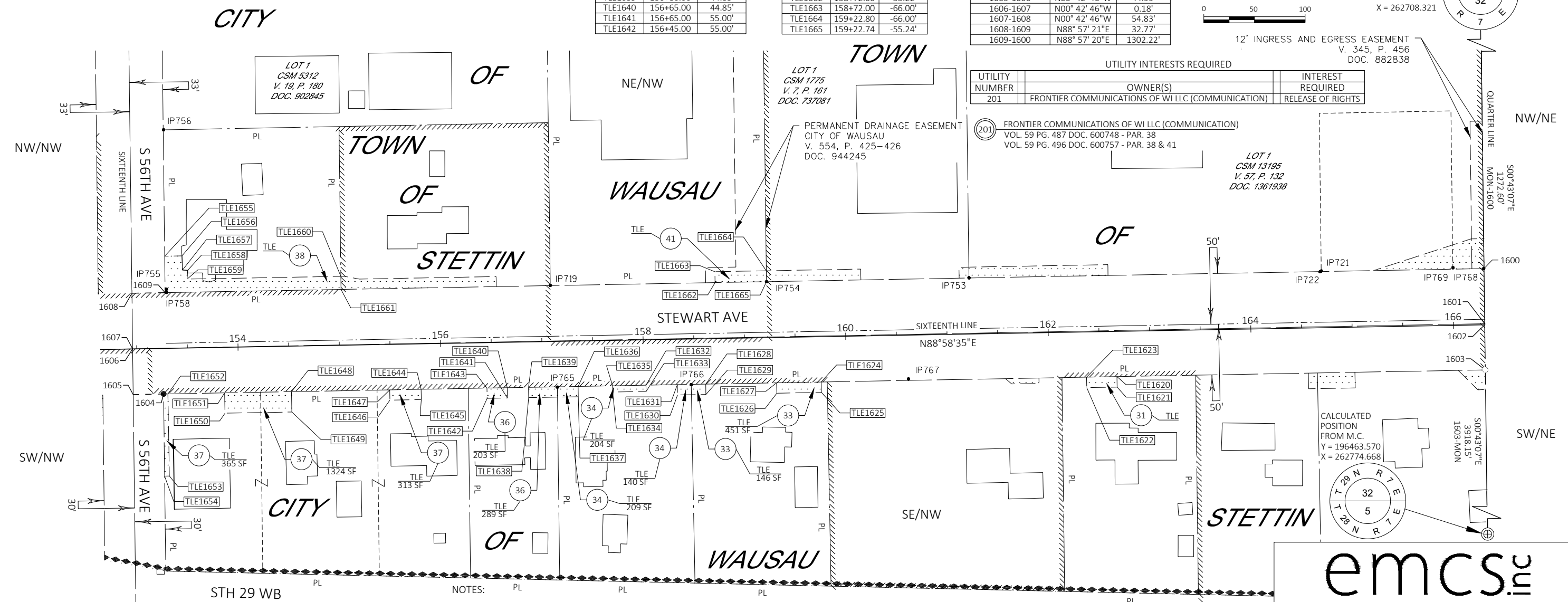
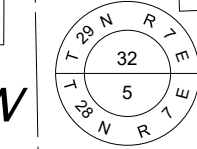


FOUND GRANITE STONE MONUMENT
Y = 201753.915
X = 262708.321

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.06
AMENDMENT NO. _____



CALCULATED POSITION FROM M.C.
Y = 196463.570
X = 262774.668



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

| PARCEL NUMBER | OWNERS | INTERESTS REQUIRED | TLE SF |
|---------------|--|--------------------|--------|
| 31 | JOSHUA D. ZENTNER | TLE | 311 |
| 33 | TRAVIS VOLM | TLE | 325 |
| 34 | STEVEN J. KAQUATOSH | TLE | 553 |
| 36 | TOU XOUA YANG | TLE | 492 |
| 37 | ROD KLEIBER PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY | TLE | 2002 |
| 38 | TODD M. WOLD, AS VENDEE BY LAND CONTRACT FROM JUANITA L. ARROWOOD, AS VENDOR | TLE | 2688 |
| 41 | WAUSAU HOSPITALS, INC., A WISCONSIN CORPORATION | TLE | 597 |

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"x24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), CSM 1775, CSM 13195, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 56TH AVE: R/W PLAT T 020-2(13), CSM 5312, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE & S 56TH AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13).

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

| POINT | Y (NORTHING) | X (EASTING) | DESCRIPTION |
|-------|--------------|-------------|-----------------------|
| IP719 | 200464.731 | 261802.489 | 1-1/4" O.D. IRON PIPE |
| IP721 | 200478.961 | 262563.548 | 3/4" REBAR W/CAP |
| IP722 | 200478.318 | 262562.396 | 1-1/4" O.D. IRON PIPE |
| IP753 | 200472.329 | 262215.819 | 1-1/4" REBAR |
| IP754 | 200468.486 | 262015.887 | 1-1/4" O.D. IRON PIPE |
| IP755 | 200460.938 | 261423.443 | MAG NAIL |
| IP756 | 200618.348 | 261420.633 | 1-1/4" O.D. IRON PIPE |
| IP758 | 200457.925 | 261423.474 | MAG NAIL |
| IP765 | 200364.340 | 261809.473 | 1-1/4" O.D. IRON PIPE |
| IP766 | 200366.828 | 261941.671 | 1-1/4" O.D. IRON PIPE |
| IP767 | 200372.413 | 262156.073 | 1" O.D. IRON PIPE |
| IP768 | 200481.318 | 262723.901 | 1-1/4" O.D. IRON PIPE |
| IP769 | 200482.221 | 262693.528 | 1-1/4" O.D. IRON PIPE |

I, KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 09/22/2022
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.08

THAT PART OF LOT 1 OF CSM 1998 AND PART OF LOT 1 OF CSM 10488 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 8889 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 32, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

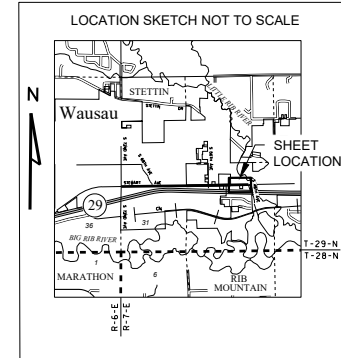
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

| PARCEL NUMBER | OWNERS | INTERESTS REQUIRED | R/W SF REQUIRED | | | TLE SF |
|---------------|--|--------------------|-----------------|----------|-------|--------|
| | | | NEW | EXISTING | TOTAL | |
| 44 | 5108 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, CHARLES A DHIDORZI, AN 16/20 INTEREST, CHRISTOPHER J. GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, CHRISTOPHER JOHN GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, BRIAN C. GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST, BRIAN CHARLES GHIDORZI IRREVOCABLE TRUST DATED JUNE 26, 2002 AN 1/20 INTEREST | FEE/TLE | 1914 | --- | 1914 | 861 |
| 46 | 5108 STEWART AVENUE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY | FEE/TLE | 3670 | --- | 3670 | 1431 |
| 47 | STEWART WOODS 5000, LLC, A WISCONSIN LIMITED LIABILITY COMPANY | FEE/TLE | 45 | --- | 45 | 3168 |
| 48 | MAC VENTURES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY | FEE/TLE | 951 | --- | 951 | 4455 |
| 51 | 4901 STEWART AVE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY | TLE | --- | --- | --- | 2523 |



RESERVED FOR REGISTER OF DEEDS
 PROJECT NUMBER 6999-09-02-4.08
 AMENDMENT NO. _____

FOUND GRANITE STONE MONUMENT
 Y = 201753.915
 X = 262708.321

ALL TLES ARE FOR SLOPE GRADING PURPOSES

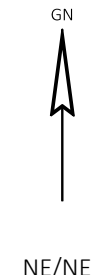
SEE SHEET 4.09 FOR INTERESTS REQUIRED IN THE TOWN OF STETTIN.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 3, IN TRANSPORTATION PROJECT PLATS AS DOCUMENT NO. XXXX FOR ADDITIONAL INFORMATION

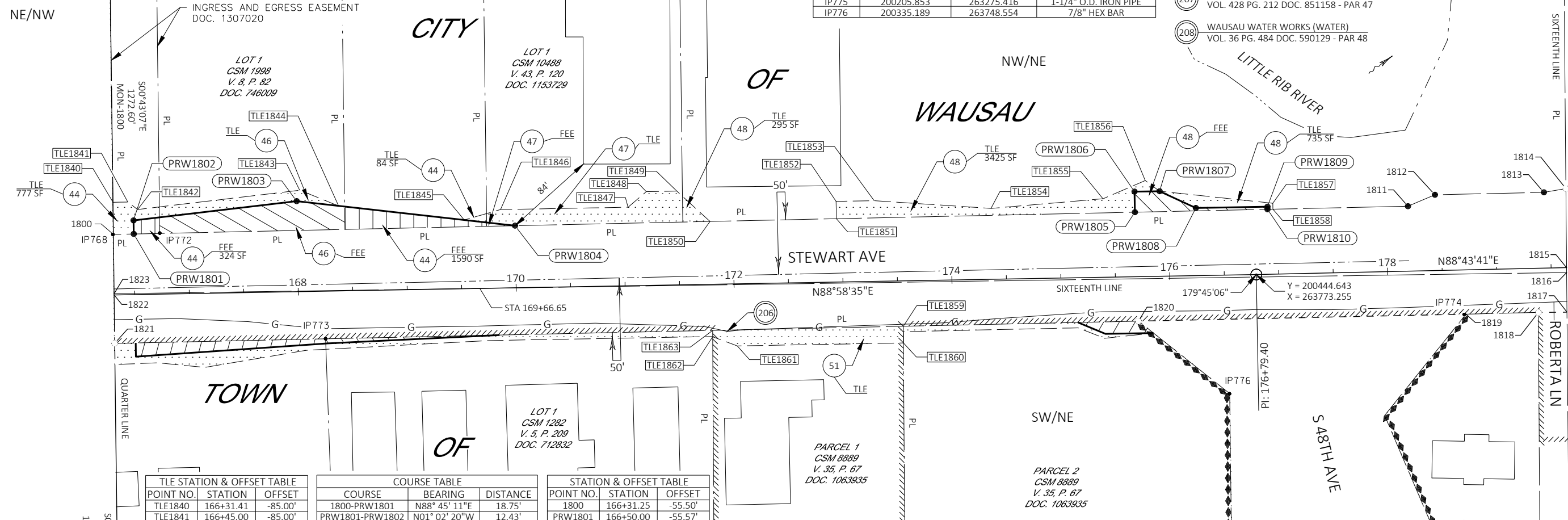
| UTILITY NUMBER | OWNER(S) | INTEREST REQUIRED |
|----------------|---|-------------------|
| 201 | FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION) | RELEASE OF RIGHTS |
| 206 | WISCONSIN PUBLIC SERVICE CORPORATION (GAS) | RELEASE OF RIGHTS |
| 207 | WAUSAU WATER WORKS (SANITARY) | RELEASE OF RIGHTS |
| 208 | WAUSAU WATER WORKS (WATER) | RELEASE OF RIGHTS |

| EXISTING MONUMENTS | | | |
|--------------------|--------------|-------------|-----------------------|
| POINT | Y (NORTHING) | X (EASTING) | DESCRIPTION |
| IP720 | 200194.640 | 263750.491 | 3/4" IRON ROD |
| IP768 | 200481.318 | 262723.901 | 1-1/4" O.D. IRON PIPE |
| IP772 | 200482.590 | 262766.835 | 1-1/4" O.D. IRON PIPE |
| IP773 | 200385.679 | 262919.068 | 1-1/4" O.D. IRON PIPE |
| IP774 | 200407.919 | 263964.139 | 1-1/4" O.D. IRON PIPE |
| IP775 | 200205.853 | 263275.416 | 1-1/4" O.D. IRON PIPE |
| IP776 | 200335.189 | 263748.554 | 7/8" HEX BAR |

- (201) FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)
VOL. 59 PG. 239 DOC. 600567 - PAR. 44 & 48
VOL. 60 PG. 235 DOC. 601023 - PAR. 46 & 47
- (206) WISCONSIN PUBLIC SERVICE CORPORATION (GAS)
NO RECORD OF EASEMENT - PAR. 51
- (207) WAUSAU WATER WORKS (SANITARY)
VOL. 428 PG. 212 DOC. 851158 - PAR 47
- (208) WAUSAU WATER WORKS (WATER)
VOL. 36 PG. 484 DOC. 590129 - PAR 48



NE/NW



| TLE STATION & OFFSET TABLE | | |
|----------------------------|-----------|---------|
| POINT NO. | STATION | OFFSET |
| TLE1840 | 166+31.41 | -85.00' |
| TLE1841 | 166+45.00 | -85.00' |
| TLE1842 | 166+54.00 | -78.00' |
| TLE1843 | 168+03.00 | -93.00' |
| TLE1844 | 168+38.37 | -78.00' |
| TLE1845 | 169+53.48 | -63.00' |
| TLE1846 | 169+87.00 | -72.00' |
| TLE1847 | 171+04.00 | -72.00' |
| TLE1848 | 171+21.00 | -86.00' |
| TLE1849 | 171+49.00 | -86.00' |
| TLE1850 | 171+79.00 | -57.64' |
| TLE1851 | 172+95.00 | -58.09' |
| TLE1852 | 172+95.00 | -74.00' |
| TLE1853 | 173+30.00 | -74.00' |
| TLE1854 | 174+37.00 | -65.00' |
| TLE1855 | 175+40.00 | -72.00' |
| TLE1856 | 175+79.00 | -88.00' |
| TLE1857 | 176+96.00 | -65.00' |
| TLE1858 | 176+96.00 | -59.58' |
| TLE1859 | 173+54.65 | 41.68' |
| TLE1860 | 173+54.49 | 57.00' |
| TLE1861 | 172+02.00 | 57.00' |
| TLE1862 | 171+79.56 | 48.22' |
| TLE1863 | 171+79.63 | 42.36' |

| COURSE TABLE | | | |
|-----------------|---------------|----------|--|
| COURSE | BEARING | DISTANCE | |
| 1800-PRW1801 | N88° 45' 11"E | 18.75' | |
| PRW1801-PRW1802 | N01° 02' 20"W | 12.43' | |
| PRW1802-PRW1803 | N83° 15' 57"E | 150.75' | |
| PRW1803-PRW1804 | S83° 35' 57"E | 201.69' | |
| PRW1804-PRW1805 | N88° 45' 11"E | 569.00' | |
| PRW1805-PRW1806 | N01° 01' 25"W | 18.84' | |
| PRW1806-PRW1807 | N88° 58' 35"E | 23.00' | |
| PRW1807-PRW1808 | S65° 09' 26"E | 36.67' | |
| PRW1808-PRW1809 | N88° 55' 60"E | 65.73' | |
| PRW1809-PRW1810 | S01° 13' 44"E | 2.42' | |
| PRW1810-1811 | N88° 45' 11"E | 128.89' | |
| 1811-1812 | N66° 57' 06"E | 26.93' | |
| 1812-1813 | N88° 45' 11"E | 100.00' | |
| 1813-1814 | N80° 13' 21"E | 20.56' | |
| 1814-1815 | S00° 29' 24"E | 72.52' | |
| 1815-1816 | S00° 29' 24"E | 4.49' | |
| 1816-1817 | S00° 29' 24"E | 36.40' | |
| 1817-1818 | S89° 30' 36"W | 26.25' | |
| 1818-1819 | S88° 37' 11"W | 66.45' | |
| 1819-1820 | S88° 46' 58"W | 300.64' | |
| 1820-1821 | S88° 45' 11"W | 939.81' | |
| 1821-1822 | N00° 43' 07"W | 44.50' | |
| 1822-1823 | N00° 43' 07"W | 1.09' | |
| 1823-1800 | N00° 43' 07"W | 54.41' | |

| STATION & OFFSET TABLE | | |
|------------------------|-----------|---------|
| POINT NO. | STATION | OFFSET |
| 1800 | 166+31.25 | -55.50' |
| PRW1801 | 166+50.00 | -55.57' |
| PRW1802 | 166+50.00 | -68.00' |
| PRW1803 | 168+00.00 | -83.00' |
| PRW1804 | 170+00.00 | -56.94' |
| PRW1805 | 175+69.00 | -59.16' |
| PRW1806 | 175+69.00 | -78.00' |
| PRW1807 | 175+92.00 | -78.00' |
| PRW1808 | 176+25.00 | -62.00' |
| PRW1809 | 176+91.00 | -62.00' |
| PRW1810 | 176+91.00 | -59.58' |
| 1811 | 178+19.89 | -59.53' |
| 1812 | 178+44.90 | -69.52' |
| 1813 | 179+44.90 | -69.47' |
| 1814 | 179+65.23 | -72.51' |
| 1815 | 179+64.24 | 0.00' |
| 1816 | 179+64.18 | 4.49' |
| 1817 | 179+63.68 | 40.89' |
| 1818 | 179+37.44 | 40.53' |
| 1819 | 178+70.98 | 40.65' |
| 1820 | 175+70.52 | 40.84' |
| 1821 | 166+30.72 | 44.50' |
| 1822 | 166+30.96 | 0.00' |
| 1823 | 166+30.96 | -1.09' |

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"x24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), R/W PLAT 6999-08-21, CSM 1282, CSM 1998, CSM 8889, CSM 10488, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 48TH AVE: R/W PLAT T 020-2(13), R/W PLAT 6999-08-21, CSM 8889, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE & S 48TH AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13).

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.



I, KEVIN C. BOYER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: _____ DATE: 09/22/2022
 PRINT NAME: KEVIN C. BOYER
 REGISTRATION NUMBER: S-2675

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU

SIGNATURE: _____ DATE: _____
 PRINT NAME: _____