



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **FINANCE COMMITTEE**
 Date/Time: **Tuesday, May 23, 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): (5/09/23)
- 2 Discussion and possible action approving the sole source purchase of Thermax A-72MP resin from Kurita for the drinking water treatment facility.
- 3 Discussion and possible action on Approving the Elimination of the Positions of: Parking Operations Coordinator (1 FTE), Parking Cashier (1 FTE), and Parking Operations Worker (0 FTE) and the Creation of the Position of Building Maintenance Technician (1.5 FTE's)
- 4 Discussion and possible action on the Reclassification of the Transit Operations Manager (Grade 14) to Deputy Transit Director (Grade 12).
- 5 Discussion and possible action on the Change of Administrative Assistant IV DPW-Engineering (Grade 17) to Office Manager DPW-Engineering (Grade 17)
- 6 Discussion and possible action on Approving the Reclassification of Administrative Assistant III Fire (Grade 19) to Administrative Analyst Fire (Grade 17)
- 7 Discussion and possible action on the Reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19
- 8 Discussion and possible action on the Reclassification of Administrative Assistant I CDA (Grade 21) to Administrative Assistant CDA (Grade 20)
- 9 Discussion and Possible Action on the Reclassification of Administrative Assistant I Assessment (Grade 21) to Assessment Technician (Grade 20)
- 10 Discussion and possible action on amendment to parking lot lease with Compass Block 15 LLC
- 11 Discussion and possible action regarding 2022 Financial Results and budget carryover

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 5/19/23 at 2:00 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 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, McElhaney, Herbst, Larson, Henke), *Rosenberg, *Jacobson, *Groat, Department Heads

JOINT FINANCE COMMITTEE & WAUSAU WATER WORKS COMMISSION

Date and Time: Tuesday, May 9, 2023 @ 5:15 pm., Council Chambers

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

WWWC Members Present: Katie Rosenberg, Dawn Herbst, Jim Force, John Robinson, and Joe Gehin

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Robert Barteck, Jamie Polley, James Henderson, Dustin Kraege, Allen Wesolowski, Dan Kerntop, Kaitlyn Bernarde, Gary Gisselman, Ben Bliven, Liz Brodek, Tammy Stratz

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 Wausau Water Works Commission was called to order by Chairperson Katie Rosenberg and The Finance Committee was called to order by Chairperson Lisa Rasmussen.

Presentation by Community Infrastructure Partners (CIP) utilizing Performance Contracting for the Lead Service Line Replacement Program

Shawn Kerachsky, CEO/President and Sean Agid, Chief Business Officer, of Community Infrastructure Partners .

To view PowerPoint presentation: <https://www.youtube.com/watch?v=IcX94DYkVrA>

Adjourn Wausau Water Works Commission

Motion by Herbst, second by Gehin to adjourn. Motion carried unanimously at 5:52 pm.

Finance Committee continued.

Minutes of the previous meeting(s): (4/25/23)

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

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

Lisa Rasmussen stated the committee ranked the Backup Communications for the water tower on the west side for action tonight. She felt it scored high because backup communications to maintain a safe and available water supply is key. She noted this would designate \$250,000 of the remaining \$1,810,629 ARPA funds to the project.

Motion by Watson, second by Diny to approve the ARPA request for West Wausau Tower Backup Power Supply. Motion carried 5-0.

Discussion and possible action on parking lot lease with JS&F I, Inc. – 610 and 614 N. 1st Street

Rasmussen noted this is the lease for the parking lots that adjoin the Dudley Tower.

Motion by Watson, second by Martens to approve. Motion carried 5-0.

Discussion and possible action on sole source request of DPW / GIS (Pictometry International Corporation)

Rasmussen stated some aerial photography had been done, but since then a large swath of land was annexed.

Sarah Watson questioned if the quality would be the same as what was performed in 2020. Dan Kerntop, GIS, confirmed it would be the same 3-inch color resolution and we would be getting one extra product out of it. He indicated Pictometry is unique and is being used by Assessment, Police, and Inspections.

Motion by Watson, second by Martens to approve. Motion carried 5-0.

Discussion and possible action on budget modification summer workcamp

Rasmussen stated they are requesting approximately \$20,000 to allow for some small home improvement projects to get done by a work group that will be in the area during the summer to help out homeowners.

Maryanne Groat explained our original developer agreement with the mall contained a provision that if they ever refinanced their mortgage and took money out that the city receive 5% of the proceeds. The city received it and shared it back with the mall to help with marketing but did retain a sizable sum and would use it as a funding source for this.

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

Discussion and possible action Federal Building facilities loan and related budget modification

Rasmussen stated this is a request from Metro Plains to work on infrastructure that has progressed quicker than expected. There are couple different funding options, one of which is TIF because the building is in a TID #3 which can afford the disbursement, or another funding source could be through the Community Development Department's Wausau Rental Rehabilitation Program (WRRP).

Sarah Watson felt it would be beneficial to use the TID funds because the Federal Building is within the district and reserve the WRRP funds for something else that may not be within a TID. She questioned which TID loan option would be better: Option 1 with an 8-year term or Option 2 with a 15-year term.

OPTION 1: \$121,000 loan amount at 2% interest with a 96-month (8-year) term to coincide with the life of the tid district. Payments are $\$1,378.24 \times 12 = \$16,538.88/\text{year}$. The lease payment of $\$17,000/\text{year} - \$16,538.88 = \$461.12$ to be paid towards the lease.

OPTION 2: \$121,000 at 2% with a 180-month (15-year) term. Payments are $\$778.65/\text{month} \times 12 = \$9,343.80$. $\$17,000 - \$9,343.80 = \$7,656.20$ calculates out to a $\$7,656.20$ payment towards the lease.

Maryanne Groat stated the 8-year loan in Option 1 coincides with the life of the district. Metro Plains is currently paying rent to the city via a ground lease for the land. Metro Plains indicated there isn't enough cash flow to make both the ground lease payment and loan repayment, and requested we defer the lease payments during the loan period. She noted the calculation on an 8-year term is approximately the entire amount of the rent. Groat noted they could amend the existing Developers Agreement to incorporate this change, but we do have to have a Developer's Agreement. Tammy Stratz stated the Developer Agreement will most likely come through ED Committee and then come to Council.

Motion by Watson, second by Martens to approve TID funding via Option 1 to assist Metro Plains. Motion carried 5-0.

Discussion and possible action approving Second Amendment to Planning Option with Gorman & Co. for 415 S. 1st Avenue

Liz Brodek stated ED Committee and Council approved an award of the project to Gorman & Co., as an affordable housing development in 2021. They applied for tax credits at the end of 2021, but did not receive them; however, they have received the credits this year. As part of the process there is additional scoring and funding criteria they need to work through.

Ted Matkom, WI Market President of Gorman & Co., explained they had a quick turnaround in terms of the grant funding program that is through the Federal Home Loan Bank, Chicago, for \$1 million. He stated one of the criteria that allows this property to be competitive is donated land. He proposed a Second Amendment that the land will be conveyed to Gorman for one dollar and in exchange Gorman will pay the cost for demolition of the building.

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

Discussion and possible action on Resolution Providing for the Sale of \$17,550,000 Note Anticipation Note, Series 2023A

Maryanne Groat stated the resolution was written by bond counsel, Quarles & Brady, and the \$17,550,000 is interim financing. The goal is to refinance this with grants we receive, forgivable loans, and loans through Safe Drinking Water. She noted there is approximately \$1.8 million through Senator Baldwin, and we will be going out for bid in mid-June. She explained this is basically a preliminary resolution to authorize us to conduct the process to secure proposals and it will come back to the June meeting for the sale to be awarded. The other decision that was made was the recommendation by Ehlers to take the proceeds all at one time to get a better rate and we can invest it. Typically, we prepare an official statement looking nationwide for companies to propose on borrowing, but because of its short-term nature and the type of project it is, Ehlers' has found it works much better to hand select the prequalified banks and bond companies for proposals.

Motion by Martens, second by Lukens to approve the Note Anticipation Note, Series 2023A. Motion carried 5-0.

Discussion and possible action regarding Capital Projects Carryovers and related budget modification

Maryanne Groat explained this is annual process we go through for projects that were not completed at year end and are carrying over to the next year. She noted some of the projects have a revenue source, such as the Metro Ride capital projects and the Airport which have grant income.

Groat pointed out a budget modification of \$1.1 million was approved to fund Public Works Facility design work and is basically unfunded at this point because when we borrowed the 2022 debt issue there was no location for the facility, so it was not added. This will be added to the 2023 issue to recover those costs. That is the only one where the revenue we are outlining in the proposal is not currently available to us.

Motion by Watson, second by Diny to approve the carryovers. Motion carried 6-0.

Discussion and possible action approving Accepted Offer to Purchase County Materials property at 103, 105, 111 Winton Street and that portion of 402-406 Winton Street lying west of the railroad tracks and related budget modification (Brodek)

The committee chose by consensus not to convene into Closed Session.

Liz Brodek stated Mid City Precision is the business that will be occupying 406 Winton Street. They are buying six parcels of the land formerly known as County Material land. They contacted the city offering to sell a portion of those parcels because they don't need the riverfront real estate and would prefer to have the funds to reinvest in the business as well as be able to contribute to the trail extension. The reinvestment in their real estate would go to aesthetics and other building improvements, including some demolition. Those improvements are anticipated to raise the assessed value of the building. This is the only location in the City of Wausau that works for Mid City Precision to expand their business or they may otherwise move out to another municipality. She noted it does retain 15 good paying jobs in the city and allow for the expansion of 15 more. This is a similar project to Wausau Chemical and Great Lakes Cheese in that it is allowing the retention and expansion of a business and employees in the city, and we are getting riverfront land for it.

Brodek stated the purchase price was renegotiated down from \$1.225 to \$1.2 million in part because upon learning the details of the trail grading that was offered, we decided to decline that because we do have plans to get that done in the next couple years depending on when we can move the railroad crossing. She noted there is conversation with the railroad about moving the crossing that is currently located on that County Materials land further north that would allow for trail expansion up to Gilbert Park. Brodek stated the seller is not making any money on this who bought it for \$2.225 million and we will potentially get it for \$1.2 million. It is prime riverfront real estate and an awesome opportunity that has not presented for 28 years.

Broek noted if the city does not purchase the property, it will not get remediated because there in no incentive by the owner to do that work.

Motion by Watson, second by Martens to approve the purchase. Motion carried 4-1. (*Diny was the dissenting vote.*)

Adjourn

Motion by Watson, second by Martens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:32 pm.



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.

Direct material purchase from the supplier, Kurita, of the Thermax Tulsion A-72MP Resin for the water treatment facility. This resin was design for removal of Total Organic Carbon (TOC) in the drinking water and removes PFAS to lower levels.

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

The Thermax Resin is used as a tertiary treatment for the drinking water. This Resin was originally designed to remove TOC in the drinking water which significantly improves water quality and properties of the drinking water. The resin has an affinity for PFAS compounds as well and lowers PFAS levels in the drinking water. This removal is limited over time and the resin will need to be replaced to meet the adopted City policy of keeping the PFAS levels in drinking water under 20 ppt until the new GAC treatment process is in place.

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. This resin was specifically chosen for Wausau's water chemistry through a designed pilot study approved by the WDNR. The resin used also needs to be replaced with the same type to maintain full warranty of the newly constructed anion exchange treatment system. Kurita was the supplier of the resin and manufacturer/installer of the pressure vessels.

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

Other resins have not been pilot tested and proven for TOC and PFAS removal.

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

Price is similar to initial purchase of the product and Kurita will maintain their warranty of the new facilities with like resin replacement.

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: Wausau Water Works – Wastewater Treatment Facility

Preparer: Eric Lindman

Vendor Name: Kurita

Expected amount of purchase or contract: \$710,320.00 for 1 change out

Department Head Signature:

Date:

Finance Director Signature:

Date:



Quotation

Wausau, WI Replacement Resin and Support Gravels

Addressee: City of Wausau, WI
Quotation #: KATW05022023-1TDS
Quotation Date: 5/2/23
Quotation Expires: 30 Days

We are represented on this project by:

Patrick Ingle
General Manager



PO Box 397
Germantown, WI 53022
M: 262-420-7500
patrick@williamreidLtd.com

Kurita America Contact:

Tyler Skarolid
6600 94th Ave. North
Minneapolis, MN 55445
USA
1-800-530-1887
t.skarolid@kurita-water.com

ABOUT KURITA AMERICA

Kurita America is a designer and manufacturer with 70 years of experience in providing customized water and wastewater systems to municipal and industrial customers with more than 2300 installations. Engineering cost-effective solutions for the most challenging surface water and ground water problems.

Key packaged solutions

- Clarification
- Membrane systems
- Filtration
- Ion Exchange
- Metals removal

Service packages and parts

- Filter media replacement
- Original equipment manufacturer parts
- Full array of water related parts
- Troubleshooting
- Upgrades and refurbishment

Kurita America Aftermarket Service and Sales is continually offering new products and services to extend equipment life, reduce water and energy usage, and replace end of life equipment.

Refurbishments

- Turn-key services matching original specifications
- Simul-Wash™ – simultaneous air & water backwash system
- BLEU™ –low profile SS dual underdrain
- Uni-Cast™ Underdrain – pour in place
- Site-based services
- Underdrain nozzles and replacement
- System enhancements
- Design-Build-Operate-Maintain solutions for industrial water/wastewater facilities

Media Replacement and Analysis

- Turn-key removal and installation
- Inventoried anthracite, Sand, garnet, gravel and greensand
- Disinfection services and media treatment services
- Meets AWWA and NSF standards

Parts

- Full line of OEM parts
- Chemical feed equipment
- Valves and valve rebuild parts
- Stocked sealing and control components
- Aerator packing materials

Automation and Controls

- Factory remote support and monitoring
- SCADA compliant and control
- Allen Bradley control upgrades, PLC & HMI and obsolete replacement
- Compliance reporting and trending
- Custom functional modification for ease of use like screens, tablets, PCs
- Security – firmware, smart switch



Scope of Work

Kurita America has been requested to provide a quotation for replacement Tulsion A-72 MP Resin and Support Gravels delivered to Wausau, WI. All materials will be packaged in 0.5 cubic foot bags and palletized. The pricing below includes freight.

Project timeline is to have the material shipped in 10-12 weeks after the receipt of purchase.

Key benefits of Kurita America for the Project

- Kurita America provided the original equipment and has the expertise to make key recommendations.
- Field Service Technicians with extensive equipment knowledge for start-up after repair.
- Plant operation will run according to Kurita America Engineering design.

Products Provided

Resin and Support Gravels

- 2,375 cubic feet of Thermax Tulsion A-72MP Resin
- 28 cubic feet of Torpedo Sand (0.80-1.20 mm, UC<1.65)
- 38 cubic feet of Gravel (1/4" x 1/8")
- 38 cubic feet of Gravel (1/2" x 1/4")
- 38 cubic feet of Gravel (3/4" x 1/2")
- All materials are to be shipped in one or half cubic foot bags and palletized.
- Freight to the jobsite is included.

Supervision and Start-up Services

Kurita America's Service technician to be onsite for 6 total days over 3 trips to oversee and supervise media removal and installation. Additional days on site can be purchased for \$1,200/day.



Pricing

Pricing Table	
Resin, Thermax A-72MP (2375cuft)	\$688,750.00
Gravels, Torpedo Sand	\$3,580.00
Freight to Project Site (Wausau, WI)	\$6,590.00
Kurita America Service Technician – Supervision and Start-up Service	\$11,400.00
TOTAL (USD)	\$710,320.00

**Kurita bases this proposal on the invoice schedule as shown below:
100% Upon Shipment of Materials**

Delivery:

1. Shipment of equipment will be made in approximately 10-12 weeks after receipt of Purchase Order.
2. This quote is valid for 30 days.

**The attached CONDITIONS OF SALE AND WARRANTIES that are incorporated herein.
For your convenience, this sheet may be used as your order for this equipment.**

Items Ordered	_____
P.O. Number	_____
Total Net Price	_____
Firm Name and Address	_____
By (Print)	_____
Signature	_____
Date	_____

Kurita America Inc.
Purchase orders should be addressed to: Kurita America Inc. 6600 94th Ave. North Minneapolis, MN 55445

We do not include the following:

1. Mechanical or electrical installation.
2. Unloading or rigging. The contractor must provide a suitable access to the jobsite.
3. On-site storage or protection of equipment.
4. Pipe, valves or fittings other than those specifically described herein.



5. Pipe supports or hangers.
6. Motor starters, motor controls, disconnects, or any other electrical equipment other than those specifically described herein.
7. Electrical wiring or conduit.
8. Chemical feed tubing, conduit piping, hangers or supports.
9. Pumps or pumping equipment other than those specifically described herein.
10. Concrete, concrete grout or rebar.
11. Disinfection or disinfection / start-up chemicals.
12. Lubricants
13. Pneumatic tubing or conduit.
14. Control panel wall mounting material or hardware.
15. Anchor bolts or anchoring calculations, unless specifically described herein.
16. Any items not specifically described in this proposal.
17. Seismic design considerations of equipment unless otherwise noted.

Notes:

Equipment is quoted f.o.b. factory with full freight allowed to the jobsite.

Our proposal does not include any sales or use taxes.

Travel expenses included.

When ordering please include a signed copy of your Sales Tax Exemption certificate.

City to provide a forklift during media installation.

City to disinfect filter prior to start-up service – procedure provided by Kurita America.

City to provide a dumpster for pallets and bag removal.

The attached Kurita America standard Terms and Conditions are incorporated by reference into this quotation, will be a part of any binding agreement between you and Kurita America and cannot be modified by you whether by the terms of your purchase order or otherwise, except to the extent expressly accepted by Kurita America in writing. You agree to abide by the terms of Section 1 (“General”), Section 3 (“Quotations”) and Section 17 (“Confidential Information”) of the Kurita America standard terms and conditions with respect to the information contained in this quotation and any other information provided to you by Kurita America, regardless of whether you submit an order or whether you and Kurita America enter into a binding agreement regarding the purchase of the products described herein.

Please note that a copy of the contractor's payment and performance bond is required to be forwarded to us as a part of normal credit approval procedures.

Kurita America requires partial payments based on shipped material and purchaser's account being current prior to scheduling a field technician for equipment start-up.

Kurita America will provide field services as outlined above in this quotation. Kurita America's field service rate is \$1200.00 per day plus travel and per diem expenses. If Kurita America's field service personnel arrive on-site after a schedule is established and the project is not ready for the intended services to be performed, Kurita America will invoice for additional days, if required. If the time required is greater than listed in this quotation, Kurita America will invoice purchaser at the above field service rate plus travel and per diem expenses.



Conditions of Sale and Warranties

1. Exclusive Terms and Conditions

Together with any other terms the parties agree to in writing, these terms and conditions of sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell goods and provide advice, instruction and other services in connection with the sale of those goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this agreement will control the relationship by accepting goods and services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. Buyer Obligations

Seller will not control the actual operation of either Buyer's systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Buyer. Goods and services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the goods and services due to changes in feed water/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For services to be accurate and goods to work as intended, Buyer must fulfill the following obligations ("Obligations"):

- (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods;
- (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions;
- (c) maintain all related systems and Goods in good operating condition and repair; and
- (d) maintain and handle goods in a proper and safe manner.

If Buyer fails to fulfill the foregoing obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable.

3. Payment and Prices

Unless otherwise specified in writing in section 10 of this proposal document, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. [For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer.] Unless otherwise specified, all prices are ExWorks Seller's facility. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the agreement.

4. Payment for Excessive Usage; Lost and Damaged Goods

If payment for goods is based on some factor other than the actual amount of goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

5. Deliveries

Unless stated otherwise in the proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000. Shipment dates, if applicable, noted in this proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Upon acceptance of Buyer's purchase order or, where specified in the purchase order, upon receipt of Buyer's notification to proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery. Provided the parties agree a variation to take into account any additional





cost [or delay] incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under this agreement.

6. Consigned Goods

Buyer shall bear all risk of loss and damage to all consigned goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such goods to Seller pursuant to Seller's shipping instructions.

7. Limited Warranties

Seller warrants that the goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise provided in any warranty schedule that may be attached hereto, the foregoing warranties are valid: (a) for chemicals and services, for 6 months from their date of delivery or the provision of Services; (b) for consumables, including filters and membranes, 12 months from their date of delivery, (c) for goods other than chemicals and consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "performance warranty document" signed between the parties on a separate basis, there is no performance warranty on goods and services or warranty on process results. For goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the goods or services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "return material authorization" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. Use of Equipment, Tanks, and Containers

Tanks and SBC's owned by Seller shall be used only for the storage of goods approved by Seller and, at Seller's request, shall be returned to Seller within thirty (30) days.

9. Compliance with Laws; Permits

Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all goods from and after Buyer's receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Buyer's use of the Goods. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense.

10. Installation

For equipment purchase if applicable, installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Seller's proposal. Otherwise, unless stipulated in the Seller's proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel. Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

11. Differing Site Conditions And Hazardous Materials

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at the Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the Seller's work under this Agreement may safely proceed.





12. Emergencies

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and itemizing all expenditures. Buyer will reimburse Seller for all emergency related expenses.

13. Excusable Delay/Non-Performance

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment as applicable.

14. Confidentiality and Intellectual Property

Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by

the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sublicense, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section.

15. Limitation on Liability

To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

16. Conflicts; Survival, Assignment

If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

17. Termination and Cancellation

This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings;





or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of the State of Minnesota. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Minneapolis, MN, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.



Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the Public Works Director eliminating the 2 Parking Attendant positions and adding 1.5 Building Maintenance Techs to his current Org chart.
Background
<p>With the recent improvements in technology, and the imminent retirements of the Parking Attendants, the PWD would like to give more support to the busy Building maintenance department.</p> <p>With the elimination of the 2-parking attendants, he is asking to replace them with 1 fulltime and 1 part time Building maintenance techs. If approved, the move will have a net savings of .5 fte's</p>
Fiscal Impact
The fiscal impact will be minimal. The pay will be slightly higher, but the number of FTE will be decreased by .5
Staff Recommendation
Approve the elimination of 2 Parking Attendants, and the addition of 1.5 Building Techs.
Staff contact: James Henderson (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Elimination of the Positions of: Parking Operations Coordinator (1 FTE), Parking Cashier (1 FTE), and Parking Operations Worker (0 FTE) and the Creation of the Position of Building Maintenance Technician (1.5 FTE's).

Henderson explained that the Public Works Director has brought this request forward. The work of the parking positions has declined with technology, and Lindman would like to create this position to support the Facilities Manager. Henderson said that one of the employees is retiring that he is aware of. This would result in eliminating two full-time positions and creating one and a half full-time positions.

Gisselman asked what the plan is for the employee who has not provided notice. Henderson said the employee may apply for one of the new positions; the employees were notified about a year ago of the desire to eliminate the parking positions. Gisselman asked when this change will happen. Henderson said the plan is to have the change done by July. Lindman said that the employees affected were notified about this over a year ago and are responsible for choosing the direction they wish to go.

Motion by Herbst to approve the elimination of the Parking Operations Coordinator, Parking Cashier, and Parking Operations Worker position and the creation of the Building Maintenance Technician position (1.5 FTE's). Second by Martens. All ayes. Motion passed 4-0.

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Operations manager in Transit to Deputy Transit director
Background
<p>The new Transit Director would like to elevate the position of Transit Operations Manager to Assistant Transit director to better position the organizational structure of the department. As the Operations Manager position has continued to expand, the director feels the new title will facilitate the growth needed in the department.</p> <p>If approved, the new position will be mentored by the director to share more responsibility for the management of the department. The new position will have the transit supervisors as direct reports and will act as director in his/her absence</p>
Fiscal Impact
The fiscal impact will be the Transit Operations Manager moving from Grade 14 to Grade 12. She will retain her current step. The annual salary change will be \$7,779.20
Staff Recommendation
Approve the reclassification of the Transit Operations Manager to Deputy Director.
Staff contact: James Henderson (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of the Transit Operations Manager (Grade 14) to Deputy Transit Director (Grade 12).

Henderson said that the City hired a new Transit Director, and the change of the Transit Manager position to Deputy Transit Director will provide better succession planning for the City and allow the Transit Director to focus on the higher level duties for the department instead of the day-to-day operations.

McElhaney said that she has been on the Transit Committee for some time, and their hope in hiring Rosenbloom-Jones is to be able to change the direction of the department, think more about public-private partnerships, and other changes (routes, schedules, etc.) that could benefit the department. McElhaney said that Newman has a good handle of the day-to-day operations of the department and the hope is for the director and deputy director to work together to strive for changes and to run the department efficiently.

Mayor Rosenberg spoke in support of this change, saying she believes that it will help having two people focusing on the vision, operations, and change for the department.

Gisselman questioned the position changing from a grade 14 to a grade 12. Henderson explained that the change would put the position more in line with the other deputy director positions, and a significant change to the job description will be to have the supervisors report to the deputy instead of the director.

Gisselman questioned if the City worked with Gallagher to determine the grades so that they are placed appropriately according to their structure. Henderson said that the City is currently doing a wage study, not a classification study, and that the City has flexibility and control to place positions in classifications where it sees fit, if needed. Gisselman said that Gallagher did the City's classification in 2019 and plans to have one every five years, and is concerned about positions being placed correctly within the classification system that Gallagher developed for the City. Henderson said that he is worried about losing people if the City waits for the next classification study, and that usually there is an 8-10 year gap in between classification studies, not 3-5 years. Gisselman said he is just concerned about the changes being made meshing with what has been done in the past. Henderson said that there is an art and science to

classification, and goals, budget, and equity should be considered internally, as he feels you cannot solely depend on a contractor to do that for an organization. Henderson said that positions being brought forward at this meeting have seen an increase in responsibilities over time and need to be adjusted accordingly.

Motion by Herbst to approve the reclassification of the Transit Operations Manager (Grade 14) to Deputy Transit Director (Grade 12). Second by Martens. All ayes. Motion passed 4-0.

Human Resource Committee Packet

May 2023_2

Agenda Item
Request Human Resources Committee approve the reclassification of the Admin IV in PW to Office Manager
Background
The current Admin IV in Public Works has taken on more management level duties in the department. Although she will no longer have direct reports, her job has taken on other roles like budgeting for the department. The PWD feels the title of "Office Manager" more accurately describes her current duties.
Fiscal Impact
The fiscal impact will be none
Staff Recommendation
Approve the position title change of the PW Admin IV to Office Manager
Staff contact: James Henderson (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Change of Administrative Assistant IV DPW-Engineering (Grade 17) to Office Manager DPW-Engineering (Grade 17).

Henderson explained that the difference between an Administrative Assistant III and an Administrative Assistant IV is that a IV has supervisory responsibilities. This position will no longer be supervising but has taken on more responsibilities, including budgeting, which Henderson feels is a management level responsibility, and the position should remain at the current grade level.

Motion by Gisselman to approve the change of Administrative Assistant IV DPW-Engineering (Grade 17) to Office Manager DPW-Engineering (Grade 17). Second by Herbst. All ayes.
Motion passed 4-0.

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Admin III in Fire to Admin Analyst
Background
During the 2022 annual performance appraisal of the Fire Department Administrative Assistant, we reviewed her job description. We discovered that a huge portion of her duties was not included in her current job description. None of her software, hardware, data analytics, and IT work were included in the job description.
Fiscal Impact
The fiscal impact will be going from Grade 19 to grade 17. Employee will retain her step. The change in salary will be \$9,256
Staff Recommendation
Approve the reclassification of the Admin III to Admin Analyst.
Staff contact: James Henderson (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of Administrative Assistant III Fire (Grade 19) to Administrative Analyst Fire (Grade 17).

Henderson asked Chief Barteck to speak about this reclassification request. Barteck explained that during an annual performance review, job descriptions are reviewed. In 2022 when Barteck did the review for this employee, he said it was very apparent that the job description did not cover the scope of work that the employee was doing. Barteck said that when the employee started in the position, it involved the duties and responsibilities listed on the job description, however, since then, it has morphed into a position that oversees many of aspects of the hardware and software of the department, which seem to increase every year. Barteck said that the department would be lost without the knowledge of this employee. Barteck spoke with the CCITC Director about this position and how to properly classify it, being that it involves administrative duties and technical duties; it was decided that a title of Administrative Analyst was the best fit.

Martens asked if this would open the possibility of the Fire Department adding an Administrative Assistant due to its' size and the workload of the current assistant. Barteck said that he would like to see a position added in the future.

Mayor Rosenberg said that the person in this position has also been helping with the City's new website, as CCIT was not able to assist the City and is in favor of considering the reworking of the job.

Motion by Martens to approve the reclassification of Administrative Assistant III Fire (Grade 19) to Administrative Analyst Fire (Grade 17). Second by Gisselman. All ayes. Motion passed 4-0.

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Occupancy Specialist from Grade 20 to Grade 19
Background
The Economic Development Director desires to use the Occupancy Specialist as a back-up to the Housing Project Coordinator. The job descriptions of both positions are very similar, asking for HS diploma and 1 to 3 years of experience.
Fiscal Impact
The fiscal impact will be the Employee going from Grade 20 to Grade 19. The employee will retain current step.
Staff Recommendation
Approve the reclassification of Occupancy Specialist in CDA to go from Grade 20 to Grade 19. The annual change in salary will be \$3577.60
Staff contact: James Henderson (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19.

Henderson said that this position has taken on more responsibilities and it a back up for one of the other positions at CDA. Henderson said that the director is looking for ways to cross train staff for flexibility.

Gisselman asked if this request came from the Community Development Authority Board or administration. Henderson said that this request was from the director. Henderson said that this ties into the next request of reclassifying the Administrative Assistant I to Administrative Assistant II, as this position is currently in the same grade as Administrative Assistant II, and this will put more space between them.

Motion by Herbst to approve the reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19. Second by Martens. All ayes. Motion passed 4-0.

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Admin I in CDA to Admin II
Background
<p>The Economic Development Director requested the Admin I in Community Development Association to be reclassified as an Admin II. Upon a closer examination of the job duties of an Admin I and II, I found no discernable differences.</p> <p>The City only has 2 Admin I positions, and both are being put before the committee to reclass to Admin II. If approved, from this point forward, I would like to get rid of the Admin I classification.</p>
Fiscal Impact
The fiscal impact will be the Employee going from Grade 21 to Grade 20. The employee will retain current step. The change in salary will be \$3660.80 annually
Staff Recommendation
Approve the reclassification of Admin I to Admin II in CDA.
Staff contact: James Henderson (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of Administrative Assistant I CDA (Grade 21) to Administrative Assistant II CDA (Grade 20).

Henderson said that he could not differentiate between the Administrative Assistant I and Administrative Assistant II job descriptions, and the director wanted this to be reclassified because the person in the position is doing a really good job not at an Administrative Assistant I level, but at an Administrative Assistant II level, and Henderson agreed.

Motion by Gisselman to approve the reclassification of Administrative Assistant I CDA (Grade 21) to Administrative Assistant II CDA (Grade 20). Second by Herbst. All ayes. Motion passed 4-0.

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Admin I in Assessments to Assessment Tech
Background
The history of this position were the duties that were once classed under the Assessment Office Technician position held by Denise Will. When she retired from the department those duties became part of the admin 1 position. After a review of the position and duties performed, including a review of how other assessment departments reference their office technician, I would like to reclass the current Admin Assistant 1 to an Assessment Office Technician.
Fiscal Impact
The fiscal impact will be the Employee going from Grade 21 to Grade 20. The employee will retain current step. The change in salary will be \$3748 annually
Staff Recommendation
Approve the reclassification of the Admin I in the Assessment office to Assessment Tech
Staff contact: James Henderson (715-261-6634)

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of Administrative Assistant I Assessment (Grade 21) to Assessment Technician (Grade 20).

Henderson said that Rick Rubow brought this request forward for consideration and explained that the department had previously had an Assessment Technician and the Administrative Assistant I has assumed some of the responsibilities of that previous Assessment Technician position.

Rubow spoke to the committee, explaining that the Assessment Department previously had an Assessment Technician position and an Administrative Assistant I position. When the Assessment Technician retired, the duties of the Technician shifted to the Administrative Assistant I, but no reclassification was done at that time. Since the position gained the responsibilities, Rubow believes that the position should be reclassified to a higher level.

Motion by Gissleman to approve the reclassification of the Administrative Assistant I Assessment (Grade 21) to Assessment Technician (Grade 20). Second by Martens.

Martens asked if this would open the door to creating an Administrative Assistant I position in the future. Rubow said no, that the person in the position is doing all the duties of both positions, as did the previous incumbent of the position.

All ayes. Motion passed 4-0.



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Memorandum

From: Anne Jacobson

To: Finance Committee

Date: May 15, 2023

Re: First Amendment to Parking Space Lease Agreement with Compass Block 15 LLC

Purpose: To obtain your approval of an amendment to parking space lease agreement with Compass Block 15 LLC for spaces in the McClellan Parking Ramp.

Facts: The City entered into a lease agreement with Compass Block 15 LLC on July 26, 2019. A portion of the leased parking stalls are located in the McClellan Parking Ramp.

Due to the closing of the McClellan Parking Ramp on June 1, 2023, the city, per the Agreement, must provide up to a maximum of 300 parking stalls within 100 yards of Compass Block 15 LLC's office building located at 500 N. 3rd Street.

Levels 2-4 in the Jefferson Street Ramp and Lots 14 and 20 will be available for parking.

Recommendation: Approval.

FIRST AMENDMENT TO PARKING SPACE LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

CITY OF WAUSAU BY:

COMPASS BLOCK 15 LLC BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, Clerk

**CITY OF WAUSAU
PARKING SPACE LEASE AGREEMENT**

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

*50
7/26/19
RBC*

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

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

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

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

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

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

4. **FINANCE CHARGES.** Fees/rents not paid within the terms of this agreement are subject to a 1½% per month finance charge.

5. **RULES.** By signature below, LESSEE expressly acknowledges receipt of PARKING FACILITY rules. LESSEE expressly agrees to provide a copy of said Rules to agents, employees, tenants or guests who utilize the PARKING FACILITY. LESSEE is solely responsible to the CITY for any violation of rules by LESSEE's users.

6. **VEHICLES PARKED AT OWNER'S RISK.** LESSEE understands and expressly agrees that the CITY will not accept the vehicle in bailment or for safekeeping; nor shall the CITY be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual personal injury of any nature. **LESSEE expressly acknowledges that the CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PARKING FACILITY or to protect individuals using the PARKING FACILITY, or vehicles or property in the PARKING FACILITY, from criminal activity.**

7. **DAMAGED PROPERTY.** If LESSEE, or his/her guests or agents, damages any personal property at the PARKING FACILITY, or damages any PARKING FACILITY equipment, in addition to any liability LESSEE may have for any claims, losses or costs arising out of such damage, the CITY may terminate this Agreement.

8. **TERMINATION.** An event of default shall deemed to occur should any of the following events happen:
 - a. failure to timely pay fee or invoice;
 - b. repeated failure of LESSEE, or of his/her guests or agents, to obey the rules of the CITY concerning security, safety, or preservation of the CITY Parking Facilities, during the term of the agreement; or
 - c. failure of the LESSEE to comply with any other term or condition of this agreement, including any addenda or amendments hereto.

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

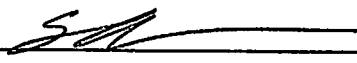
9. **FORCE MAJEURE/OCCUPANCY DISRUPTION.** If the PARKING FACILITY or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of LESSEE or CITY, then this Agreement shall terminate upon at least five (5) days written notice,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

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7/26/19

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

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

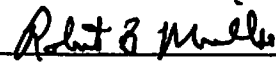
LESSEE

By: 

Name: SHELDON APPANNA

Title: Authorized Agent for
Compass Block 15, LLC

CITY

By: 

Name: ROBERT B. MIELKE

Title: MAYOR




EXHIBIT A

Eligible unreserved permit parking areas are as follows:

1. **McClellan Ramp**

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

2. **Jefferson Street Parking Ramp**

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

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

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

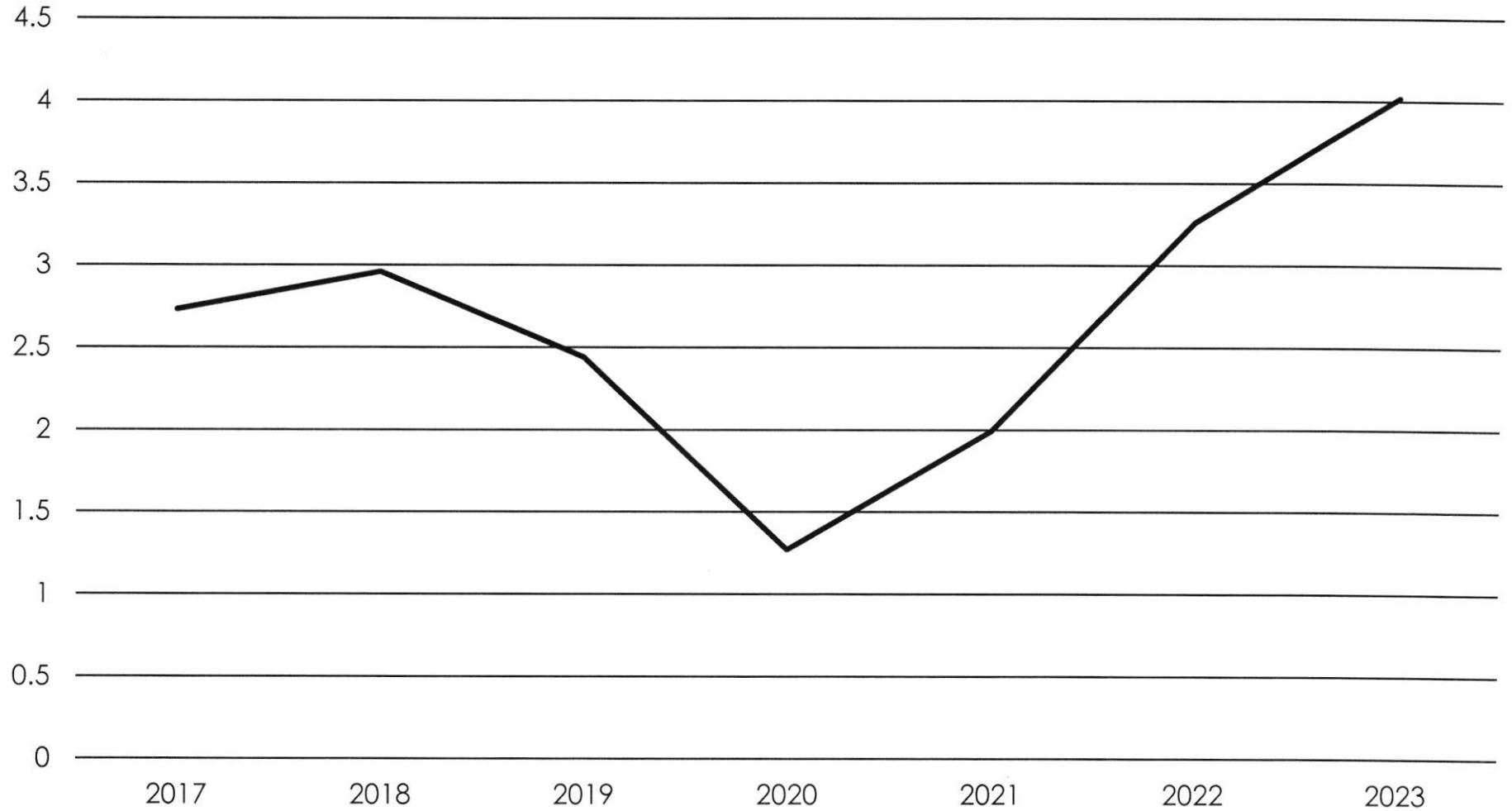
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GENERAL FUND INCOME STATEMENT 2022

	2022 BUDGET		ACTUAL	
	ADOPTED	MODIFIED	2022	2021
REVENUE	37,955,374	37,955,374	38,552,566	37,117,322
EXPENSE	<u>37,955,374</u>	<u>38,829,635</u>	<u>38,137,057</u>	<u>36,004,983</u>
PROFIT B/4 INVESTMENT MARKET ADJUSTMENT			415,509	1,112,339
INVESTMENT MARKET ADJUSTMENT			<u>(1,547,649.00)</u>	<u>(101,458.00)</u>
NET PROFIT(LOSS) PER FINANCIAL STATEMENTS	<u>-</u>	<u>(874,261)</u>	<u>(1,132,140)</u>	<u>1,010,881</u>

INVESTMENT YIELDS

5 YEAR TREASURIES



INTEREST RATES AND MARKET

- Securities pay interest every 6 months based upon the interest rate established at time of the auction
- The City holds investments to maturity and then reinvests.
- Interest rates DO NOT fluctuate during the life of the security.
- If the interest rate market changes the market value to buy or sell an existing investment changes.
- The City never realizes a gain or loss on the investment because we have held our investments to maturity.

2022 GENERAL FUND REVENUES

	2022 Budget	2022 Actual	Variance
Taxes	21,366,361	\$21,448,765	\$82,404
Intergovernmental Grants	9,602,402	9,287,326	(315,076)
Licenses and Permits	789,728	1,129,745	340,017
Fines & Forfeitures	341,030	488,517	147,487
Public Chgs for Services	2,385,129	2,630,292	245,163
Intergovtl Charges	1,069,612	999,759	(69,853)
Miscellaneous Revenue	494,758	(938,843)	(1,433,601)
Transfers In	1,946,355	1,959,355	13,000
Total	37,995,375	37,004,916	(990,459)

2022 GENERAL FUND EXPENDITURES

	2022 Adopted Budget	2022 Amended Budget	2022 Actual	2021 Actual
General Government	\$4,681,459	\$5,021,365	\$4,830,303	\$4,267,970
Public Safety	20,275,983	20,275,983	20,203,258	19,019,614
Transportation/Streets	8,858,870	8,896,226	8,433,961	7,538,177
Sanitation/Health	965,000	965,000	977,299	946,422
Nat Resource/Parks	3,174,061	3,194,061	3,109,203	3,087,652
Transfers Out	<u>0</u>	<u>477,000</u>	<u>583,032</u>	<u>1,133,208</u>
Total	<u>37,955,373</u>	<u>38,829,635</u>	<u>38,137,056</u>	<u>35,993,043</u>

Budget Amendments

BUDGET REVENUES RECONCILIATION

2022 ADOPTED BUDGET	37,955,374
File #21-1109 Transfer In from Insurance Fund	<u>40,000</u>
2022 MODIFIED BUDGET	<u><u>\$ 37,995,374</u></u>

BUDGET EXPENDITURES RECONCILIATION

2022 ADOPTED BUDGET	\$ 37,955,374
File #22-0205 Property Tax Settlement Agreement	13,905
File #21-1109 150th Celebration	25,000
File #21-1109 Leaf Bailer Equipment Contract	6,000
File #21-1109 Paid Internship Program	20,000
File #92-0922 Airport Management Agreement	36,000
File #21-1109 Projects Carryover	29,356
File #21-1109 General Fund Uncompleted Projects	129,000
File #21-1109 Legal Services	100,000
File #21-1109 HR Compensation Study	80,000
File #21-1109 Motor Pool Fuel	435,000
2022 MODIFIED BUDGET	<u><u>\$ 38,829,635</u></u>

General fund Profit Loss History

