



OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
 Date/Time: **Tuesday, January 27, 2015 at 7:00 pm.**
 Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
 Members: Bill Nagle, Romey Wagner, David Nutting, Tom Neal, Gary Gisselman, Keene Winters, Lisa Rasmussen, Karen Kellbach, David Oberbeck, Sherry Abitz, Robert Mielke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentations: **Riverfront Redevelopment Project from Stantec**

Public Comment: (Pre-registered citizens for matters appearing on the agenda)

Communications: (Mayor / Alderpersons / Department Heads or designee)

Committee Reports: (All standing and non-standing committees, commissions or boards)

File #	CMT	Resolutions and Ordinances	ACT
Suspend Rule 1(D) Transmission of Committee Business to Council - (2/3 Vote required)			
15-0103		Confirmation of Mayor's Appointment (Wausau Water Works Commission)	
07-0908	CISM	Resolution Approving Renewal of Stormwater Memorandum of Agreement	Approved 5-0
15-0115	PLAN	Resolution Amending a conditional use permit at 1200 W. Wausau Avenue to allow sponsorship signs for Wausau West Track and Field (Cihlar).	Approved 6-0
15-0114	ED & FIN	Joint Resolution authorizing city to donate 4.2 acres to Composite Envisions, LLC located on Development Court and authorizing a 10 year/0% \$100,000 forgivable equipment loan.	Approved 5-0 Approved 4-1
92-1009	PH&S	Resolution Approving the Release of the Request for Proposals for Refuse and Recycling Services	Approved 5-0
01-0207	ED	Resolution authorizing city to renew an option for KM Ventures of Wausau LLC to purchase an approximately .23 acre parcel with an option price of \$100 per year for 3 years.	Approved 5-0
15-0112	ED	Resolution approving city to donate approximately 4.2 acres of land in the Wausau Business Campus to TJ Lands Ltd.	Approved 5-0
15-0113	ED	Resolution approving the sale of approximately .65 acres of land to Highland Property West, LLP in the Business Campus at a price of \$8,125 and continue the option on the balance of 3.35 acres.	Approved 5-0
15-0116	FIN	Resolution authorizing the purchase of 525 McClellan Street	Approved 3-2
99-1104	FIN	Resolution amending the Procurement Policy	Approved 5-0
12-1214	FIN	Resolution Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2015 through December 31, 2015	Pending
02-1216	HR	Resolution approving bargaining agreement between the City of Wausau and Wausau Professional Police Association for January 1, 2015 – December 31, 2017	Approved 4-1
02-1217	HR	Resolution approving bargaining agreement between the City of Wausau and Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC for January 1, 2015 – December 31, 2017	Approved 4-1
95-0313	P&R	Resolution Amending The 400 Block Policy and Reservation Form regarding the classifications and lengths of rental periods and removing exemptions from rental fees	Approved 4-0
04-1214	COUNCIL	Ordinance Amending Chapter 2.05 Director of Administration-Public Works and Utilities	
15-0103		Confirmation of Mayor's Appointment (Director of Public Works and Utilities)	

Public Comment & Suggestions - (for matters not appearing on the agenda)
 Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 1/23/15 @ 2:00 pm. Questions regarding this agenda may be directed to the City Clerk.

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Wausau Water Works Commission*

File Number: 15-0103

Date Introduced: January 27, 2015

Wausau Water Works Commission

Jim Force (N)

515 Franklin St

Term Exps 4/30/2016

715-845-9571

*Replacing Roger Otto

(N) Individual is filling the unexpired term of a former member

Approved:

James E. Tipple, Mayor

BIOGRAPHY
Jim Force
515 Franklin Street
Wausau, WI 54403
715-845-9571

Personal:

- *Born April 28, 1939, South Haven, MI
- *Has lived in Wausau area since 1966
- *Has owned home at 515 Franklin St., Wausau, WI, since 1971
- *Married, three children, six grandchildren
- *Excellent health

Education:

- *DePauw University, BS English - Philosophy, 1961
- *UW Madison, MS Journalism, 1963

Professional:

- *English teacher, Chicago area, 1964-1966
- *UW Marathon County, Wausau, WI, public information officer and journalism teacher, 1966-1974
- *Director of Communications, Zimpro Inc., Rothschild, WI, 1974-1996
- *VP Corporate Communications, USFilter, 1996-2004
- *Senior VP, Corporate Communications, Siemens Water Technologies, 2004-2007 (retirement)

In retirement:

- *Freelance writer of over 100 articles on water/wastewater topics for Water 21, Municipal Sewer and Water, Treatment Plant Operator, Water Systems Operator magazines, and numerous companies in water and wastewater treatment business.

Community service:

- *Board member, RW Monk Gardens
- *Board member, UWMC Foundation
- *Volunteer for Faith in Action
- *Golden Kiwanis Club of Wausau
- *Past Board President, The Neighbors Place

Member:

- *Water Environment Federation (since 1979)

**RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Approving Renewal of Stormwater Memorandum of Agreement

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 07-0908

Date Introduced: January 27, 2015

WHEREAS, the Wisconsin Department of Natural Resources regulates municipal storm sewer systems discharging water to surface or ground waters through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, and

WHEREAS, the goal of the WPDES Stormwater Program is to prevent the transportation of pollutants to Wisconsin's water resources via stormwater runoff, and

WHEREAS, the City of Wausau owns stormwater facilities that are required to be permitted under the Wisconsin Pollutant Discharge Elimination System (WPDES), and

WHEREAS, the Memorandum of Agreement is between Marathon County; the City of Wausau; the Villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain, and

WHEREAS, the purpose of the Memorandum of Agreement, which is authorized pursuant to ss.66.0301, Wis. Stats., is to develop and implement a single information and outreach program meeting the requirements of the Wisconsin Administrative Code and to increase awareness of stormwater impacts on waters of the state while avoiding duplication of efforts and saving costs, and

WHEREAS, the Memorandum of Agreement will cooperate to adapt and revise operating procedures and municipal ordinances to comply with the requirements of the WPDES General Permits held by each party to the agreement and any changes made to the Wisconsin Administrative Code; now therefore

BE IT RESOLVED the Common Council of the City of Wausau hereby authorizes and executes a Memorandum of Agreement between Marathon County; the City of Wausau; the Villages of Kronenwetter, Rothschild, and Weston; and the Town of Rib Mountain.

Approved:

James Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 8, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Kellbach, Mielke, Abitz

Also Present: Mayor Tipple, Lenz, Wesolowski, Gehin, Jacobson, Giese

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action regarding renewal of Stormwater Memorandum of Agreement with surrounding communities

Gehin stated this is to renew the Stormwater Memorandum of Agreement with neighboring communities, which has currently expired. This agreement allows Marathon County to avoid adopting a separate stormwater ordinance and allows the County to follow the stormwater ordinance in place by the municipality. Staff recommends approval.

Mielke moved to renew the Stormwater Memorandum of Agreement. Kellbach seconded and the motion carried unanimously 5-0.

Mayor Tipple stated the League of Municipalities also has an association that the City has been a part of. The City does intend to rejoin it and will participate at state and local levels.

AGENDA ITEM
Discussion and possible action regarding the renewal of Stormwater Memorandum of Agreement with surrounding municipalities.
BACKGROUND
Marathon County owns facilities throughout the County in various municipalities. The County-owned facilities are required to meet Wisconsin Department of Natural Resources stormwater regulations. Rather than adopt its own stormwater ordinance, Marathon County has elected to comply with the applicable stormwater ordinances in each of the municipalities with County-owned facilities. The agreement amongst Marathon County and neighboring communities (City of Wausau; Villages of Weston, Kronenwetter, and Rothschild; and Town of Rib Mountain) holds Marathon County responsible for meeting the DNR and municipal stormwater regulations. The agreement also works to achieve uniform stormwater requirements throughout the participating communities and an effort to collaborate together to implement a single information and outreach stormwater program. The original Memorandum of Agreement has since expired and this resolution is to renew the existing agreement.
FISCAL IMPACT
None.
STAFF RECOMMENDATION
Staff recommends approval of the intergovernmental Memorandum of Agreement.
Staff contact: Sean Gehin 715-261-6748

MEMORANDUM OF AGREEMENT

BETWEEN MARATHON COUNTY, THE CITY OF WAUSAU, THE VILLAGES OF WESTON, KRONENWETTER, AND ROTHSCHILD, AND THE TOWN OF RIB MOUNTAIN

I. PURPOSE

THIS MEMORANDUM OF AGREEMENT is entered into for the purpose of minimizing discharge of pollutants carried by stormwater runoff and to develop and implement a single information and outreach program for all participating municipalities. The Agreement allows the parties to work together on a program that meets permit requirements of Wis. Admin. Code NR 216.

II. TERM OF AGREEMENT

This Agreement shall run March 1, 2013 to December 31, 2019. The terms of the Agreement may be reviewed and amended if necessary. This Agreement may be terminated by any party on thirty (30) days written notice to the group, subject only to the payment of any obligations due to the group under this Agreement up to the point of said termination.

III. APPLICABILITY

The process defined by this MOA addresses the requirements of Section 402 of the Federal Clean Water Act and the Storm Water Discharge Permit Program under Wis. Admin. Code NR 216. Through the Wisconsin Pollutant Discharge Elimination System (WPDES) permit program, the DNR regulates municipal, industrial, and animal waste operations discharging water to surface or groundwaters.

IV. SUMMARY OF THE PERMIT PARTNERSHIP PROCESS

Each of the participating municipalities and Marathon County will hold a municipal separate storm sewer system (MS4) permit. Marathon County will be responsible for achieving and maintaining compliance of its MS4 eligible facilities within each community.

V. PROGRAM SUMMARY

The program is designed to fulfill the permit requirements 1-9 as defined in of Wis. Admin. Code NR 216.07 as efficiently and effectively as possible through intergovernmental cooperation.

VI. ALLOCATION OF RESPONSIBILITY

For and in consideration of the terms and conditions in this Memorandum of Agreement, Marathon County and the participating municipalities have the following responsibilities:

1. PUBLIC EDUCATION AND OUTREACH

Marathon County will:

- Coordinate the development and updates of the Wausau Urban Area Stormwater Education and Outreach Plan and future plan updates at no cost to the municipalities;
- Coordinate the implementation of the Wausau Urban Area Stormwater Education and Outreach Plan.

The municipalities will:

- Appoint one representative to the North Central Wisconsin Stormwater Coalition;

- Contribute towards costs of development, reproduction and distribution of educational materials (each community will contribute an equal share of the cost);
- Make available rooms for public informational meetings as necessary.

2. PUBLIC INVOLVEMENT AND PARTICIPATION

Marathon County will:

- Develop and maintain a stormwater management website at no cost to the municipalities;
- Public notice all meetings of the North Central Wisconsin Stormwater Coalition and any public informational meetings hosted by Marathon County.

The municipalities will:

- Public notice all meetings hosted by the municipality;
- Contribute towards costs of public notices, meetings, and other public involvement and participation activities (each community will contribute an equal share of the cost).

3. ILLICIT DISCHARGE DETECTION AND ELIMINATION

Marathon County will:

- Assist the participating municipalities to develop and update as necessary, municipal illicit discharge ordinances in accordance with NR 216;
- Comply with municipal illicit discharge ordinances as they apply to MS4 eligible County facilities;
- Pay actual sampling and field screening costs of outfalls serving county owned facilities;
- Follow appropriate procedures to eliminate illicit discharges as defined by Wisconsin Department of Natural Resources regulations or other sources of non-storm water on MS4 eligible County facilities.

The municipalities will:

- Adopt and update as necessary, a municipal illicit discharge ordinance;
- Conduct field screening analysis for illicit connections and discharges at all municipal and county outfalls within their respective MS4 boundaries;
- Follow the procedures to eliminate illicit discharges as defined by Wisconsin Department of Natural Resources regulations or other sources of non-storm water on municipal facilities.

4. CONSTRUCTION SITE POLLUTION CONTROL

Marathon County will:

- Assist the participating municipalities to develop and update as necessary, municipal construction site erosion control ordinances in accordance with NR 216;
- Comply with municipal construction site erosion control ordinance as they apply to MS4 eligible County facilities as defined in NR 216.

The municipalities will:

- Adopt and update as necessary, a municipal construction site erosion control ordinance.

5. POST-CONSTRUCTION SITE STORM WATER MANAGEMENT

Marathon County will:

- Work with the participating municipalities to develop and update as necessary, post construction storm water management ordinances in accordance with NR 216;
- Comply with municipal post construction storm water management ordinance as they apply to MS4 eligible County facilities as defined in NR 216.

The municipalities will:

- Adopt and update as necessary, a municipal post construction storm water management ordinance.

6. POLLUTION PREVENTION

Marathon County will perform the following tasks on MS-4 eligible county owned facilities to the specifications of the individual municipalities in which the facilities exist:

- Install and maintain source area controls and regional best management practices;
- Roadway maintenance including street sweeping and de-icer management;
- Collection and management of leaf and grass clippings;
- Management of county garages, storage areas and other potential sources of pollution;
- Management of the application of lawn and garden fertilizers on county controlled properties in accordance with s. NR 151.13 (1) (b) 3;
- Implement inspection, surveillance and monitoring procedures necessary to determine compliance and noncompliance with municipal permit conditions;
- Conduct an assessment of the actions taken using a pollutant loading analysis model (SLAMM).

The municipalities will perform the following tasks on municipal facilities:

- Install and maintain source area controls and regional best management practices;
- Roadway maintenance including street sweeping and de-icer management;
- Collection and management of leaf and grass clippings;
- Management of municipal garages, storage areas and other municipal sources of pollution;
- Management of the application of lawn and garden fertilizers on municipal controlled properties in accordance with s. NR 151.13 (1) (b) 3;
- Implement inspection, surveillance and monitoring procedures necessary to determine compliance and noncompliance with permit conditions;
- Conduct assessments of the actions taken using a pollutant loading analysis model (SLAMM) on municipal MS4 facilities within their respective MS4 boundaries.

7. STORM SEWER SYSTEM MAP

Marathon County will:

- Identify and map MS-4 eligible county owned facilities and outfalls as defined in NR 216;
- Provide the municipalities with geographical data of county owned MS-4 eligible facilities and outfalls.

The municipalities will:

- Identify and map municipal facilities and outfalls;

- Include and identify (label) county owned facilities and outfalls in required storm sewer system map.

8. ANNUAL REPORT

Marathon County will:

- Coordinate the development of standardized yearly reporting by the municipalities.

The municipalities will:

- Include and identify (label) county owned facilities and outfalls in required yearly reporting.

RESOLUTION OF THE PLAN COMMISSION

Amending a conditional use permit at 1200 W. Wausau Avenue to allow sponsorship signs for Wausau West Track and Field (Cihlar).

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 15-0115

Date Introduced: January 27, 2015

WHEREAS, on January 20, 2015, the Plan Commission met to consider a request by Larry Cihlar, Wausau School District, to amend a conditional use at 1200 West Wausau Avenue to allow for sponsorship signs for Wausau West Track and Field; and

WHEREAS, the proposed signs would be similar to the ones previously approved for the baseball programs at Wausau West and Wausau East High Schools; and

WHEREAS, the City has not received any negative feedback regarding the sponsorship signs; and

WHEREAS, the proposed signs would conform to Wausau Municipal Code 23.14.060c, which was created to strictly regulate such signage; and

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves amending a conditional use at 1200 West Wausau Avenue to allow for sponsorship signs for Wausau West Track and Field, as presented.

Approved:

James E. Tipple, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, January 20, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Bohlken, Gisselman, Oberbeck, Rosenberg, Tipple, Valitchka

Others Present: Lenz, Hebert, DeSantis,

Amend conditional use permit at 1200 W. Wausau Avenue to allow sponsorship signs for Wausau West Track and Field

Lenz said the track program wants to put up sponsorship signs on the fence on the east side of the track. He said a rendering of the proposed location of the signs is in the packet. He said the ordinance was amended in the last couple years to address these types of signs. The boys' baseball programs at Wausau East and West have both come in for conditional use approval of these signs. Lenz said the signs are temporary and are sold to benefit the athletic programs. He said we've had public hearings at both high schools and there hasn't been any public opposition – the ordinance is pretty specific and seems to control pretty well what is allowed. The signs were up on the baseball field last year and we didn't receive any complaints. Lenz said the track program is looking to have similar signs and he would recommend that they follow the same standards, which are outlined in the ordinance.

Tipple added that the signs are temporary as mentioned in the ordinance, and he felt that went a long way in the previous approval for the baseball program.

Valitchka motioned to amend the conditional use to allow the signs as outlined in the ordinance. Rosenberg seconded, and the motion carried unanimously, 6-0.

2014PCmin11.18



Memorandum

From: Brad Lenz
To: Plan Commission
Date: January 6, 2015
Subject: Amend Conditional Use at 1200 W. Wausau Avenue (West High School)

Purpose

To make a possible amendment to the conditional use permit at Wausau West High School to allow for temporary sponsorship signs for the track and field program.

Background

A conditional use permit was issued in 2013 to the Wausau West baseball team to allow sponsorship signs on the varsity baseball diamond located on the Wausau West campus. West was the first school to receive conditional use approval under a newly created ordinance (Wausau Municipal Code 23.14.060c) which specifically addressed sponsorship signs for educational and public institutions. The ordinance lists the following criteria for sponsorship signs:

- (1) *Area.* Each sign shall be limited to 32 square feet in area.
- (2) *Number.* The total number of signs on a zoning lot shall be approved by the plan commission with the intention of minimizing overall visual pollution.
- (3) *Type.* Signs may be affixed to fences of recreational fields or to structures on the premises. Freestanding signs are not permitted. Signs shall face the interior of the field, facility, etc. for greatest visibility to the users of the premises.
- (4) *Setback.* Signs must meet the yard requirements for the use or structure specified in each zoning district.
- (5) *Height.* Signs shall not project higher than the fences or structures to which they are mounted. Signs mounted on other structures shall not exceed fifteen (15) feet in height.
- (6) *Content.* Signs may contain the name, logo, telephone number, street address, and website address of the sponsor, but shall not contain mottos, slogans, or other commercial messages unless they are an integral part of the logo.
- (7) *Illumination.* Signs shall not be electronically lighted or have any electronic components as part of the display.
- (8) *Duration.* Signs may be displayed for a total of 150 days in any calendar year.

Discussion and Recommendation

The proposed amendment to the conditional use permit would allow signs for the track program that are similar to the previously granted baseball signs. The proposed track signs would be affixed to the fence on the east side of the track, as shown in the attached figure. They would face west, or to the interior of the track, and be non-illuminated. The signs would be 4 feet high by 8 feet wide and made of a mesh material. They are being proposed to be installed only for the outdoor track season which runs April through June. Although an exact number of signs has not been specified at this point, staff feels that limiting the signs to the east fence opposite the bleachers, as proposed, would not cause visual pollution due to an overabundance of signage.

The signs as proposed would meet the majority of criteria listed above for sponsorship signs. The only remaining issue is the content of the signs. Staff recommends approval of the signs as proposed, with the conditional that all signs meet the content requirement as stated in Criterion 6 above.

Figure 1. Wausau West Track



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

**JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE
AND FINANCE COMMITTEE**

Authorizing city to donate 4.2 acres to Composite Envisions, LLC located on Development Court and authorizing a 10 year/0% \$100,000 forgivable equipment loan.

Committee Action: ED: Approved 5 – 0

Finance: Approved 4 -1

Fiscal Impact: \$100,000 funded from Tax Increment District Number Five

File Number: 15-0114

Date Introduced: January 27, 2015

WHEREAS, the City’s Economic Development strategy focuses on the attraction, retention and sustainability of business, community amenities, and industrial development activities and improving infrastructure to increase the property tax base and add new jobs;

WHEREAS, CE Acquisitions, LLC d/b/a Composite Envisions desires to relocate their current operations at 350 South 86th Avenue to approximately 4.2 acres of land on Development Court (See Exhibit A) in order to construct a 7,500 square foot facility;

WHEREAS, the Economic Development Committee has considered the matter and unanimously recommends to donate approximately 4.2 acres of land on Development Court to Composite Envisions;

WHEREAS, Composite Envisions shall pay all closing costs associated with the transfer of 4.2 acres;

WHEREAS, Composite Envisions has requested a 10 year forgivable loan of \$100,000 at 0%, \$10,000 being forgiven for each year the business remains in Wausau at the new location and operating as an active business;

WHEREAS, the construction of the new Composite Envisions will expand manufacturing capabilities and product lines, and increase employment and facility growth opportunities through the purchase of new equipment to expand their manufacturing capabilities;

WHEREAS, Composite Envisions is willing to enter into a development agreement to commit to manufacturing expansion and increased employment at its new facility on Development Court;

WHEREAS, the Economic Development and Finance Committees have considered the matter and recommend the City of Wausau enter into a Development Agreement with Composite Envisions;

WHEREAS, the facility is located within the boundaries of Tax Increment District Number Five;

WHEREAS, the project plan objectives of TID #5 is to:

- Increase the employment opportunities in the community.
- Increase the per capita income in the community.
- Increase the industrial property tax base.
- Accommodate new industries and the expansion of existing industries.
- Increase the availability of industrial sites; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. That the Common Council of the City of Wausau finds the following:
 - That the Composite Envisions business relocation and related growth would not occur without the donation of 4.2 acres of land and financial assistance from the City of Wausau financed from Tax Increment District Number Five.
 - That the financial assistance will be supported by a developer agreement signed by Composite Envisions.
 - The developer incentives for equipment purchase and installation, together with land donation by the City, are an eligible expense under the tax increment financing laws;
 - That developer incentives, land donation, and payments made at the discretion of the common council were listed as project plan costs within the Tax Increment District Five Project Plan Two amendment;
 - That this project furthers the purposes of Tax Increment Financing and the objectives of the Tax Increment District Number Five Project Plan objectives;
 - That payment of the City’s assistance to Composite Envisions is necessary and convenient to effectuate the purposes for which Tax Increment District Number Five was created and to implement its project plan; and
 - That the relocation and expansion of Composite Envisions and increased employment, capital and facility growth in the long and short term is in the vital and best interest of the City and its residents and in accordance with the public purpose and conditions of applicable state and local laws and the standards under which the tax increment district was undertaken and implemented;
2. That City officials and staff are hereby authorized and directed to execute a Development Agreement in substantial compliance with the terms of this resolution.
3. That proper city officials are authorized and directed to transfer 4.2 acres of land on Development Court to Composite Envisions.
4. All closing costs associated with the donation of 4.2 acres are the responsibility of Composite Envisions.
5. That the Finance Director and proper City officials are here by authorized to modify the budget for Tax Increment District Number Five Fund and publish the budget modification in the official newspaper as required.

143-342097200	Developer Payments	\$100,000
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6. That the City Clerk mails a copy of the executed Developer Agreement to the Joint Review Board Members.

ALSO, BE IT RESOLVED by the Common Council directs proper CITY staff to execute documents related to the sale and closing of the property and the forgivable loan; and

BE IT FURTHER RESOLVED, Composite Envisions shall abide by all terms and conditions set forth in the Wausau Business Campus Zoning and Standard Deed Restrictions.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, November 20, 2014 at 4:30 p.m. in the 2nd Floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (Chair), Romey Wagner, Tom Neal (VC), David Oberbeck and Lisa Rasmussen

Others Present: MaryAnne Groat, Mayor Jim Tipple, Ann Werth, Anne Jacobson, Megan Lawrence, Jim Warsaw, Nan Giese, Brad Lenz, Mark Craig, Arden Emmerich, Aaron Kapellusch, Allen Wesolowski, Chuck Plier, Dawn Follendorf, Coleman Peiffer, Jake Maahs, Cory Thorson and Jeff Evenhouse

DISCUSSION AND POSSIBLE ACTION ON PROPOSED DEVELOPMENT AGREEMENT WITH COMPOSITE ENVISIONS

Thorson introduced his expansion project for Composite Envisions by showing the committee what products he sells

Neal motioned to approve the proposed development agreement with an amendment that the \$100,000 grant be replaced with a 10 year, 0% interest, \$100,000 forgivable loan, and the land will also have a zero dollar purchase price. Rasmussen seconded and the motion carried unanimously 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, December 9, 2014 @ 5:00 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Jacobson, Hite, Kujawa, Werth, Stratz, Wagner, Rasmussen, Gisselman, Mielke, Abitz, Goede, Phil Valitchka, Mark Goffin, Cory Thorson.

Discussion and possible action on terms of development agreement with Composite Envisions – Lawrence

Lawrence stated this is a relocation project for Composite Envisions, which is currently located in the Business Campus on 86th Avenue. The business is only a couple years old but is expanding quickly so a larger facility is required. She indicated the owner is requesting the donation of approximately 4.2 acres of land on Development Court, just south of Wausau Window and Wall and north of Planet Label. Owner, Cory Thorson's plan is to construct a new 7,500 square foot building next spring to be up and operational next year. He will be adding on an additional four employees and he also requested a \$100,000 grant. Lawrence indicated the ED Committee recommended a ten year forgivable loan for a \$100,000; each year they stay in business in Wausau, \$10,000 would be forgiven. She noted the business is in TID #5 and we sold them their current parcel for \$7,000 in 2012. Cory Thorson explained to the committee what his company produces.

Motion by Nagle, second by Kellbach to approve the terms of the development agreement with Composite Envisions. Motion carried 4-1.



Staff Report

From: Megan Lawrence
To: Finance Committee Members
Date: December 9, 2014
Re: Composite Envisions

Purpose: Discussion and Possible Action Authorizing a Development Agreement with Composite Envisions.

Facts OR Considerations:

Composite Envisions, locally owned by Cory Thorson, is an innovative composite technology business located in the Wausau Business Campus. Since opening in 2012, Composite Envisions has quickly outgrown their facility located at 350 S 86th Avenue. Composite wishes to acquire approximately 4.2 acres of City owned property on Development Court in order to construct a new 7,500 square foot facility. Additionally, they are requesting a \$100,000 grant for equipment to help facilitate their expansion. Composite's expansion will increase the City tax base by approximately \$12,000 and create four new full time positions in Wausau.

The City of Wausau sold 1.36 acres to Composite Envisions for \$7,000 in 2012 to facilitate the construction of a 3,000 square foot facility at 350 S 86th Avenue.

The new site Composite seeks to acquire is located within Tax Increment District Number Five. A TIF application is enclosed for your review. On November 20, 2014, the Economic Development Committee unanimously recommended giving the land to Composite Envisions and authorized the approval of 10 year 0% forgivable loan in the amount of \$100,000. This loan would be forgiven in annual increments of \$10,000 over the life of the loan.



City of Wausau TIF Application

Please complete the following information and return it along with a \$125 fee made payable to Community Development.

DEVELOPER

Legal Entity: CE Acquisitions LLC / Composite Envisions LLC

d/b/a: Composite Envisions / Elite Motoring

Main Office Location: 350 S 86th Ave

Type of Business: Composite Materials Distribution and Light Manufacturing

Project Description: Building a larger facility to keep up with demand and expand distribution side of the business. Also purchasing new heavy equipment to expand production capabilities almost 10x.

Reason for Application Assistance: Need assistance for funding with our press equipment. This will expand our capabilities and let us produce 10x more panels per day while being more efficient to compete on a larger scale and bring more jobs to the area.

PROPERTY INFORMATION

Parcel 1

Address: Undeveloped Land on the north of Development Court in the Wausau Business Campus

Size: Approx 3 acres

Current Use: Vacant

Current Assessed Value: \$0.00

Current Property Taxes: \$.0.00

Parcel 2

Address:

Size:

Current Use:

Current Assessed Value:

Current Property Taxes:

PROPOSED IMPROVEMENTS

Describe improvement details: We plan to construct a brand new facility on this property with a minimum of 7500 sq ft in size. We will setup the building to be capable of easily adding 3 more additions of 7500sq ft. One will most likely happen in the near future as 7500sq ft will be fairly compact according to our current cad drawings for the building/equipment layout. However we cannot over extend ourselves....

RETURN ON INVESTMENT ANALYSIS

Project Costs

	Amount (\$)	Source of Funds
Purchase of Land	0	City donation
Demolition Cost	n/a	
Site Improvements	n/a	
Purchase of Existing Facility	n/a	
Construction of New Building(s)	450,000	Bank Loan
Renovation of Existing Structure	n/a	
Machinery & Equipment	\$100,000- \$150,000	\$100k grant from city/\$50K Bank Loan
Architectural & Engineering Fees		
Legal & Other Professional Fees	\$4,000	Self Funded
Contingency		
Working Capital	\$50,000	Bank Loan
Other (please specify) Mezzanine, Pallet Racking, Shelves, Phone system, security system etc	\$35,000	Self Funded
Increase in inventory/materials to be used with press	\$100,000	50k Self Funded, 50K Bank Loan
Total Project Costs	\$789,000	

Value of Property

- Lot Size (in acres): 3 acres
- Improvement Square Footage: 7,500sq ft
- Current Assessed Values: Land \$ _____ + Improvements \$ _____ = N/A
- Calculated Property Value: Land \$50,000 + Improvements \$450,000 = \$12,055

Projected Property Taxes

- Current Property Taxes: \$3,293.85
- Calculated Property Taxes: \$12,055
- Calculated Tax Increment: \$12,055

Zoning:

- Current Zoning: ___IP_
- Proposed Zoning: _____N/A

Requested City Participation/Financing

Source	Amount	Terms: Years/Interest	Contact Information
Loans:	\$600,000	20/6% fixed 5 yr then variable	Integrity First Bank, Christina Cooper 715-845-0900
Equity	\$89,000	Personal	
Requested City Participation:			
Loan:			
Grant:	\$100,000	Grant	
Other: Land Donation	3-4 Acres	Donation	
Total Financing	\$789,000		

City of Wausau ROI: Composite Envisions will create four new full time jobs within 12 months of construction.

Jobs Created

- Up to \$15,000: __2 part time_____
- \$15,001-\$30,000: __2_____
- \$30,001-\$45,000: _____
- \$45,001-\$60,000: __1_____
- \$60,001 and above: __1_____
- Description of Employee benefits: Our employees will be offered a health insurance plan (some will be given a monthly stipend towards costs) 3% match to retirement fund, vacation.

Please return to Community Development, Attn: Megan Lawrence, 407 Grant Street, Wausau, WI 54403.

**COMPOSITE ENVISIONS
TAX INCREMENT DISTRICT 5
9 YEAR RATE OF RETURN**

<u>DEVELOPER INCENTIVES</u>		
FORGIVEABLE LOAN		\$100,000
PROJECTED TAX RATE		\$24.29
PROJECTED INCREASE IN VALUE		\$500,000

CASH FLOW PROJECTED BY YEAR

Budget Year	Increment		SOURCES OF FUNDS		USES OF FUNDS		Annual Surplus (Deficit)	Accumulated Surplus (Deficit)
	Value	Tax Rate	Increment Revenue Projection	Forgiveable Loan				
2015							-	-
2016	500,000	\$24.29	12,145		100,000		(87,855)	(87,855)
2017	500,000	\$24.29	12,145				12,145	(75,710)
2018	500,000	\$24.29	12,145				12,145	(63,565)
2019	500,000	\$24.29	12,145				12,145	(51,420)
2020	500,000	\$24.29	12,145				12,145	(39,275) ← Mandated TID Termination
2021	500,000	\$24.29	12,145				12,145	(27,130)
2022	500,000	\$24.29	12,145				12,145	(14,985)
2023	500,000	\$24.29	12,145				12,145	(2,840)
2024	500,000	\$24.29	12,145				12,145	9,305
2025	500,000	\$24.29	12,145				12,145	21,450
Total			121,450		100,000			

CITY OF WAUSAU
TAX INCREMENTAL DISTRICT NUMBER FIVE
PROJECTED CASH FLOW

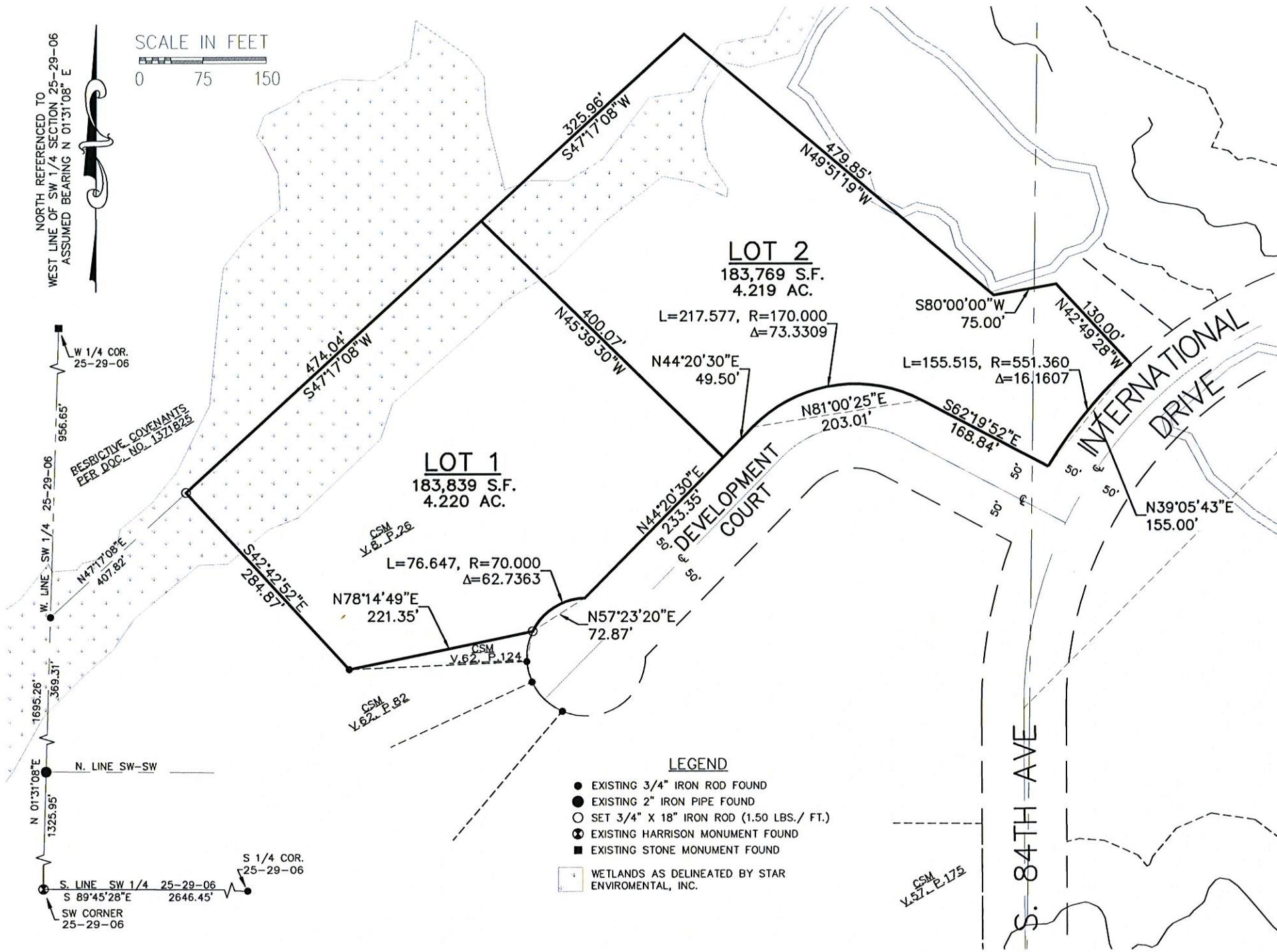
Year	USES OF FUNDS					Tax Increment	Other Income	Annual Surplus (Deficit)	Cumulative Balance
	Total Annual Debt Service	Administrative, Organization & Discretionary Costs	Developer Grants & Loans	Capital Expenditures					
2013	548,886	17,934	160,000	1,151		1,259,989	532,018	(309,353)	
2014	458,923	40,000	1,200,000			1,288,068	50,000	(360,855)	
2015	281,028	40,000	100,000 *	1,174,000		1,182,063		(412,965)	
2016	283,598	18,000				1,187,973		886,375	
2017	289,774	18,000				1,193,913		886,139	
TOTAL	1,862,209	133,934	1,460,000	1,175,151		6,112,006	50,000		

* Composite Envision Payment

CERTIFIED SURVEY MAP

PART OF THE NW 1/4 OF THE SW 1/4, SECTION 25,
T 29 N, R 6 E, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

FOR
CITY OF WAUSAU



PRELIMINARY
DRAWN BY: P. R. NIKOLA

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving the Release of the Request for Proposals for Refuse and Recycling Services

Committee Action: Approved 5-0

Fiscal Impact: Provided by the Proposers

File Number: 92-1009

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, the City of Wausau’s existing contractual services agreement for refuse and recycling collection and disposal will expire on December 31, 2015, and

WHEREAS, the City wishes to obtain the quality, economical services for the residences; and

WHEREAS, the City wishes to examine alternate solutions for collection that would improve residential participation in recycling; and

WHEREAS, your Public Health and Safety Committee has reviewed and recommend the attached RFP for Refuse and Recycling Services, and

WHEREAS, the City Attorney’s Office will complete a review of the proposal to ensure the adequacy of issues such as insurance and indemnification;

NOW THEREFORE BE IT RESOLVED, by the City of Wausau Common Council that the appropriate City Officials are hereby authorized to release the attached Request For Proposals for Refuse and Recycling Services with a distribution and selection process and timetable outlined in the document.

Approved:

James E. Tipple, Mayor



STAFF REPORT ON REFUSE AND RECYCLING SERVICES CONTRACT

TO: PUBLIC HEALTH AND SAFETY COMMITTEE

FROM: MARYANNE GROAT

DATE: JANUARY 16, 2015

BACK GROUND INFORMATION

The City’s five year contract with Advanced Disposal for refuse and recycling services concluded on December 31, 2014. The City entered into a one year extension to allow time to evaluate the level of service for the future contract. We convened a group of residents including a senior, family representative and landlord to obtain their feelings on the current system, fully automated system and other possibilities. All were very supportive of the fully automated system. Attached are notes from the meeting:

The current contractor service obligations:

- Provide, at the citizen’s request, a 90 gallon cart at \$36 per cart per year.
- Pick up refuse and recyclables from City locations including: Airport, City Hall, Public Works, Water and Sewer, Public Safety Building, Fire Stations, MetroRide.
- Pick up garbage weekly and recycling bi-weekly.
- All residential units are eligible as long as they follow the **CURB SIDE** rules.
- Citizens are allowed to use any type of bag, can or container so long as it does not exceed 50 pounds in addition other things may be placed at the curb for refuse except:
 - Root balls, stumps no more than 50 pounds
 - No large furniture pieces
 - No more than 75 pounds of construction debris
 - No yard waste
 - No tires or hazardous waste

The city’s financial obligations:

- Contract based upon 16,504 residential units as of January 1, 2010. Units are added or subtracted each year based upon new residential construction and demolitions, and annexations.
- Adjustments available if State and Federal landfill fees increase. (has not happened)
- Fuel Surcharge when diesel exceeds \$3.25 per gallon

	<u>Per Unit</u>	<u>Households</u>	<u>Monthly</u>	<u>Annual</u>
<u>2014 Rates</u>				
Refuse	\$ 6.90	16,629	\$ 114,740.10	\$ 1,376,881.20
Recycling	\$ 2.10	16,629	\$ 34,920.90	\$ 419,050.80
	\$ 9.00		\$ 149,661.00	\$ 1,795,932.00
2013 Fuel Surcharge		\$14,700		

Last year the Finance Committee heard a presentation from the Tomahawk Director of Public Works on the positive impact a fully automated cart program can have on the quantity of recyclables collected by a community. The Village of Weston began a fully automated cart program in 2014 and has received a positive response from the constituents. The Town of Rib Mountain went fully automated beginning January 1, 2015.

A fully carted system provides some service changes:

- No cart costs to residents if funded by the levy
- Carts must be placed on the curbside 3 feet apart
- Generally service is limited to fourplex or less due to the curb restrictions
- Residents will have two carts – one for refuse and one for recycling
- City generally selects a standard size and allows residents to elect an alternate size
- Resident refuse and recycling must fully contained within the cart each week/bi-week
- Special handling would be required for Christmas Trees
- Generally can't place oil out on the curb.

The City of LaCrosse went to an automated cart system in 2014. They experienced a more than double increase in recycling quantities immediately. The City of LaCrosse contract is an eight year term with the City owning the carts at contract termination. The City of LaCrosse required the contractor offer a fee-based large item curb-side pickup program. This allows residents to have additional items picked at their home for a fee. They also implemented an assistance program for residents unable to bring their garbage to the curb.

Benefits of a fully carted program include: increased recycling which is better for the environment, improved neighborhood appearance due to standardized carts and the elimination of bags etc. Reduction of litter due to contained garbage and reduced animal infestation.

Last year the City received \$147,973 in recycling grant assistance from the State. As part of our grant compliance we report the total recycling quantities and per capita recycling quantities to the state. The report then compares the City per capita collection to the standard established by the State. We fail this test annually. In 2013 our recycling per capita is 100.85 pounds and the standard is 106.55. To date we have not been financially penalized for this failure but that does not guarantee future acceptance by the State.

The City service level (fully automated or current manual system) can work as a service on the tax levy or as a special charge.

If we move to a fully automated service we would need to change our refuse and recycling ordinance to reflect the revised residential service.

Attached is a first draft of the RFP. The RFP requests quotes for our existing service and an automated service. A possible schedule is as follows:

Public Health and Safety RFP review and approval	January 19 th 2015
Common Council RFP review and approval	January 27 th 2015

RFP distributed to contractors and advertisement	January 30 th , 2015
Pre-Proposal Conference	February 3, 2015
Pre-Qualification Statements Due	February 24 th , 2015
Proposals Due to Board of Public Works	March 10 th , 2015
PHS Committee recommends contractor	March 16 th , 2015
Common Council awards contract	March 24 th , 2015
Implementation	January 1, 2016

There are a few components of the RFP that I would like to review with the City Attorney including: Performance Bond, Insurance, Indemnification language.

Focus Group re: Trash Collection and Recycling

Topics to address:

Frequency of pickup

weekly?

bi weekly?

Automated system/fully carted vs. current system

Container size options of carted system

Length of contract

Notes:

Current recycling bin supply dwindling. Good time to re order or change containers since there is not a huge stock of green bins.

Recycling when we began all fit in the bins. Now volume is up so seeing multiple containers being used at many homes.

Largest Can \$36/yr now 96 gal

Med is 64 gal

Sm is 48 gal

LaX - surveyed, only 20% responded. Ended up going w/med and let residents choose up or down options.

Tomahawk - Moved to automated, and moved cost from levy to separate fee

Cart cost on average \$35 to purchase. Life span is long unless they are run over, etc.

Toter is the leading manufacturer. Cold resistant and molded vs. seamed const.

RFP needs multiple vendors bidding to get best price and most options.

Advanced's trucks nearing end of life span, they may need to re tool to assist our automation. Not sure what vehicles other vendors would have.

Recommend options on 5 yr contract and 7 yr.

Automated saves money often since hauler does not get out of truck. Pickup is faster and less WC injury issues for hauler to budget for.

Cart: Cannot spill out of cart. Nothing outside cart goes. One drawback. But residents may think more about what we throw out.

Holster: supports it due to ease of collection. May reduce cans with no lids, garbage all over, etc. May reduce complaints. Can is also tougher and easier to use for tenants.

\$147K annual grant for recycling, but reports required to be sure we are recycling enough. 106 tons per person per year. We are by reporting from carrier not meeting that standard. Last year

we were at 100 tons. We may increase recycling by going to bigger and better containers than the green boxes we have had 20+ years.

Maleesa Johnson: Proactive approach to increasing recycling gets better results than fining people for not recycling even though we have enforcement powers.

Many communities give huge recycling bin and small garbage.

Maleesa feels any hauler who comes in will likely take plastic #1-5, juice cartons, juice boxes, etc.

Special pickup rates. Need to ask so residents get a decent rate for items they have to call to have taken.

City provide a container. Resident can opt to rent second trash container.

Things to ask for:

Uniform carts. Not carts from communities haulers have lost contracts with. Want uniform appearance.

Hauler provide cart vs. city pay for cart

5 yr option and 7 yr option.

Maleesa: Hauler needs 5-7 trucks each is \$350K life span is about 5-7 years. Vendor will need to invest, longer contract will encourage more bidders.

Toter has systems in place to distribute cans over period of a few weeks. Ex: November carts begin arriving, all ready to use them Jan 1st.

Different color lid on recycling bin, but same or larger size.

Consider direct bill to city for disposal by landfill or let hauler charge back. Hauler can scam system if we do not check. Maleesa if direct billing city can monitor loads and flag suspicious things to prevent overcharge. Kronenwetter and others on this. Maleesa caught one hauler doing it in the past. Hauler can be held in violation of contract if caught.

Consensus in group that current pickup schedule is sufficient.



Request for Proposals (RFP) Residential Refuse and Recycling Collection Services

The City of Wausau, Marathon County, Wisconsin, is seeking proposals for comprehensive high-quality weekly refuse and biweekly single stream recycling collection and disposal services **for residential properties within the City beginning January 1, 2016**. The RFP is requesting dual pricing including quote #1 for a fully automated refuse and recycling collection and disposal system and quote #2 for the existing manual collection and disposal service levels in addition to the pricing for an automated collection system.

The City intends to enter into agreements with a single, qualified firm for the entire management of the city's refuse and recycling collection and disposal services.

I. INTRODUCTION AND BACKGROUND INFORMATION

The City has had most of its solid waste management services provided by a private contractor since the mid-1970s. Currently, Advanced Disposal provides these manual services to Wausau. The five year contract expired on December 31, 2014 and the City of Wausau entered into a one year renewal through December 31, 2015. These contract documents are attached as Exhibits 1, 2 and 3. This includes collection at all single-family, two-family and participating multi-family residential structures in the City and waste and recycling services at a variety of City-owned, facilities listed on Pages 1 and 2 of Exhibit 1. Currently, yard waste is offered through a weekly subscription service paid by the resident directly to the contractor. In addition, the City manages a curb side fall leaf pick up operation and a yard waste site.

Under the existing agreements (Exhibits 1 and 2), the contractor collects non-recyclable waste and recyclables from residential housing units within the City of Wausau, including apartment buildings and residential units within commercial structures that choose to participate and comply with the curb side collection process. Garbage collection is weekly and recyclables is collected every two weeks. The contractor is responsible for disposing of the non-recyclables in a licensed landfill approved by the City and for processing and marketing all recyclable materials in accordance with Wisconsin Statutes and Administrative Rules. For 2015, the City is currently invoiced for **16,629** units for this service.

Currently, all refuse is transported to Marathon County landfill in the Town of Ringle, approximately 15 miles from the City of Wausau. Our current contract operates a transfer facility in the Village of Weston which allows them to combine City of Wausau residential collections and limit the number of trips to the county landfill. The County Landfill tipping fee for 2015 for City of Wausau haulers is **\$32.22** per ton. The County landfill website address is:

http://www.co.marathon.wi.us/dep_detail.asp?dep=31.

It is estimated that Advanced Disposal vehicles log 5,500 miles per month to provide the complete recycling and trash collection and disposal services for the City. This estimate has not been verified.

The City currently does not provide plastic carts to residents for refuse waste collection. However, many residents and apartment building owners rent these carts from Advanced Disposal for an annual fee of \$36 paid by the cart user. In addition, many owners of apartment structures contract directly with a waste hauler to provide dumpster service for their tenants. Even though an apartment development receives privately contracted dumpster service for an additional fee, the City still pays the collection fee for the living units in those apartment buildings as part of the contract.

Currently, residents use small recycling bins that do not accommodate automated pick-up or promote increased recycling. Recyclables are co-mingled by residents into two categories – paper and most other. The contractor is responsible for collecting and processing the material in accordance with Wisconsin Department of Natural Resources requirements. Currently, our contractor is taking all recyclables collected in the City to either the Portage County Materials Recovery Facility located approximately 30 miles south of Wausau or the Outagamie Tri-County Materials Recovery Facility. Information on the facilities can be found on their websites at:

<http://www.outagamie.org/index.aspx?page=766> or
<http://www.co.portage.wi.us/solidwaste/materialrecovery.htm>

The contractor is not required to use these recycling facilities and may use any WIDNR licensed and self-certified material recovery facility.

2013 Tonnage statistics provided by Advance Disposal are provided below. The City does not guarantee quantities.

	Tonnage
Aluminum Containers	39.51
Corrugated cardboard	335.87
Glass Containers	296.36
Magazines	256.84
Newspaper	731.01
Plastic containers #1 and #2	158.06
Residential Mixed Paper	19.76
Steel and bi-metal containers	138.30
Total	1,975.71
Refuse	10,870.99
Lead acid batteries	0.23
Waste Oil	17.58

The City is committed to providing outstanding and cost effective refuse and recycling service to its residents while striving to be an environmentally friendly community.

II. INSTRUCTIONS TO PROPOSERS

1. Deadline:

The proposal must be submitted by 1PM CST, on Tuesday March 10th, 2015. Six copies of the proposal should be submitted in a sealed envelope clearly labeled "*Sealed Proposals for Refuse and Recycling Services*" with the contractor's name and address on the outside of the sealed envelope. Sealed proposals should be delivered or sent to the City Clerk, City of Wausau, 407 Grant Street, Wausau WI 54403.

All proposals shall be valid for at least 90 days from the date of the bid opening. The signed contract must be returned within 30 days of the notice of award of contract.

2. Time Schedule for Consideration:

	Date
Public Release of the RFP	January 30th, 2015
Pre-Proposal Conference	February 3rd, 2015
Pre-Qualification Statements Due	February 24th, 2015 at 4:00PM
Proposal Submission	March 10th, 2015 at 1:00PM
Proposals Opened - Board of Public Works Meeting	March 10th, 2015 at 1:30PM
Public Health and Safety Committee Recommends Selected Contractor	March 16th, 2015
Common Council Approves Selected Contractor	March 24th, 2015

Proposers are encouraged to attend the pre-proposal meeting with the City on February 3rd, 2015 at 10:00AM in the Common Council Chambers, City Hall. The City reserves the right to make changes to the schedule and may conduct contractor interviews if deemed appropriate.

3. Contact Person:

All questions regarding the proposal or services should be directed to:

Maryanne Groat,
Finance Director
City of Wausau
407 Grant Street
Wausau WI 54403
715-261-6645
mgroat@ci.wausau.wi.us

4. Pre-Qualification Procedures:

Each contractor interested in submitting a proposal for refuse and recycling services shall complete a Pre-Qualification Form (Exhibit 4). The completed information shall be submitted to Maryanne Groat, Finance Director, City of Wausau, 407 Grant Street, Wausau WI 54403 by 4PM on February 24th, 2015. The Board of Public Works will review the pre-qualification in closed session and will notify contractors that they are pre-qualified within five (5) business days. All information requested as part of the pre-qualification process will be kept in the strictest confidence or made public record as required by law. The intent of the pre-qualification process is to ensure that only qualified contractors who have the financial capacity and experience to provide the necessary qualified services are allowed to submit proposals. Proposals received from contractors that have not been pre-qualified will be returned unopened.

5. Required items to submit with the RFP:

- Schedule of Bids
- Specs of carts contractor would furnish
- Proof of Insurance
- Bid bond

6. Exclusive Contract:

The City intends to enter into agreements with a single, qualified firm for the entire management of the city's refuse and recycling collection and disposal services.

7. Right to Reject:

The City reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the City in the City's sole determination. In addition, the City reserves the right to reject any part of any proposal for any reason, and/or to add to and/or delete provisions of any proposal in the best interest of the City of Wausau. In addition, the City reserves the right to award the contract to another qualified contractor if the successful contractor does not execute a contract within thirty days after the award of the proposal.

8. Proposal Clarification:

The City reserves the right to request clarification of information submitted and to request additional information. At the City's option contractors may be required to substantiate information provided within their proposal.

9. Non-Acceptance of Proposals:

No proposal shall be accepted from, nor a contract awarded to any person, firm or corporation that is in arrears or is in default to the City for any debt or contract or has failed to faithfully perform any previous contract with the City.

10. Indemnification:

The contractor agrees to indemnify, save and hold the City free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature whatsoever which may in any way come against the City as a consequence of the granting of the contract for services or by reason of any act or omission of the contractor or the contractor's agents, employees, subcontractors, or assignees, arising out of the performance of the contract.

11. Insurance:

The contractor shall maintain insurance coverage at its own expense as follows:

- Worker's Compensation Insurance – for all employees providing work or services in the amount of the statutory limits required under Wisconsin law.
- General Liability Insurance including Products or Completed Operations
Bodily Injury Liability - \$1,000,000/\$1,000,000/\$1,000,000
Property Damage Liability - \$1,000,000/\$1,000,000
- Auto Liability
Bodily Injury Liability - \$1,000,000/\$1,000,000
Property Damage Liability - \$1,000,000

- Excess Liability (Umbrella)
General Aggregate - \$1,000,000
Each Occurrence - \$1,000,000

At the time of contract execution the contractor will provide the City with a current certificate of insurance. The certificate of insurance shall name the City of Wausau as an additional insured. The insurances required above shall be maintained by the contractor for the term of the contract.

12. Bid Bond:

All proposals shall be accompanied by a bid bond, certified check or cashier's check payable to the City of Wausau for an amount not less than \$10,000.

III. PROGRAM DESIGN AND SCOPE OF SERVICES

A. Contract Term:

The City of Wausau is requesting proposals for a 5, 7 and 10 year contract.

B. Dual Quotes:

The City of Wausau is requesting that proposers submit two quotes:

- Quote 1 – for the term of the contract - a fully automated refuse and recycling system effective January 1, 2016.
- Quote 2 – for the term of the contract - the existing manual collection system as documented in the attached existing contracts (Exhibits 1 and 2).

C. Standard Proposal Form:

Contractors are encouraged to use the City of Wausau provided proposal form (Exhibit 6). Electronic copies of the form are available for use. Additional pages may accompany the form is necessary.

D. Collection Guidelines:

The contractor for refuse and recycling collection will be held to the following contractual guidelines of service including but not limited to:

- Delivery of refuse to a landfill licensed and approved by the State of Wisconsin
- Delivery of recyclables in compliance with the Wisconsin Department of Natural Resources
- Begin actual collection of materials after 5:45am and completed by 6:00pm.
- Service shall typically be performed Monday through Friday and only on Saturday in the event of responding to complaints, extraordinary weather events or holiday adjustments.
- Route planning and adjustments must be approved by the City.
- Respond to and retrieve missed pickups within 36 hours of complaint.
- Refuse collection occurs weekly.
- Recycling collection occurs biweekly.

E. Quote 1 - Automated Single Stream Quote Guidelines:

Unit Counts

In 2014 city records indicate that there were 11,104 single family units in the city, 1,319 two-family units, and 69 three-family units and 100 four-family units, for a total of 14,349 housing units that are four units or less and eligible for participation in an automated refuse and recycling program. The intention of the City is to secure an accurate unit count upon delivery and implementation of an automated cart services. The City will be invoiced and billed for services based upon these cart counts. Unit count shall change based upon additions and deletions. The contractor and city will make a good faith effort to agree on the cart counts. The number of dwelling units shall be adjusted annually based on annexations, building permits and demolition permits data maintained by the City during the previous year and each subsequent year effective January 2 thereafter for the life of the contract. In addition, adjustments for the number of dwelling units will be made for the first full month following any annexation or detachment of 10 or more dwelling units.

Residential Refuse Collection and Disposal

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect only refuse placed inside program carts at residential curbsides based upon the weekly collection schedule.
- Refuse proposals represent the cost associated with collection, delivery and disposal of refuse to the landfill.

Residential Recycling Collection and Disposal

- Recyclables shall be defined as tin/bi-metal and aluminum cans, mixed plastics (#1-#7), glass, corrugated cardboard, office paper, newspaper, magazines and other mixed paper, PET and HDPE bottles and containers, aseptic containers. This list may be expanded.
- The contractor will collect recycling placed inside program carts at residential curbsides based upon the biweekly collection schedule.
- Recycling will be a single stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

Carts

- Contractor to provide cart maintenance over the life of the contract.
- Cart body color will be universal; lid color will vary to distinguish refuse, recycling, and yard waste.
- If the carts are owned by the contractor the contractor shall distribute the selected carts to the individual housing units prior to implementation of the automated system.
- Requests to change cart size or other distributions/retirements will be made through the City and delivered by the contractor. Cart size changes will be limited by a service fee.
- City will be provided with an updated database of cart size and delivery address over the life of the contract.
- The City intends to default to a 65gallon refuse container and 95 gallon recycling container.
- Containers should be high quality with exceptional warranties. The contractor will indicate the cart manufacturer and submit cart specifications.

F. Quote 2 - Existing Manual Collection System Guidelines:

Unit Counts

The unit count will equal the current 2015 count used for the existing contract along with the additions to the number of dwelling units which shall be adjusted annually based on annexations, building permits and demolition permits during the previous year and each subsequent year effective January 2 thereafter for the life of the contract. In addition, adjustments for the number of dwelling units will be made for the first full month following any annexation or detachment of 10 or more dwelling units.

Residential Refuse Collection and Disposal

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect refuse in accordance with the contract provided in Exhibit 1. Based upon a weekly collection schedule.
- Refuse proposals represent the cost associated with collection, delivery and disposal of refuse to the landfill.

Residential Recycling Collection and Disposal

- Recyclables shall be defined as tin/bi-metal and aluminum cans, mixed plastics (#1-#7), glass, corrugated cardboard, office paper, newspaper, magazines and other mixed paper, PET and HDPE bottles and containers, aseptic containers. This list may be expanded.
- The contractor will collect recycling in accordance with the contract provided in Exhibit 2, based upon the biweekly collection schedule.
- Recycling will be a single stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

Carts

- Contractor will make available to occupants of each residential unit the use of a wheeled refuse cart with a volume of approximately 90 gallons as a rental service, independent of the contract. The rental cost of the cart shall not be more than \$36 per cart per year during the entire term of the contract.

G. Annual Spring Large Item Pickup

The city may conduct a springtime large item pick up that consists of larger materials that are picked up curbside by city staff and hauled to the Department of Public Works (DPW) site. The materials are then reduced and loaded into 40 cubic yard roll-off containers. The vendor has placed up to four (4) roll-off containers in the DPW yard for city staff to fill via an excavator fitted with a grapple. DPW will fill between four and six (4-6) roll-off containers per day during the two week collection period. Vendor shall run approximately 4 to 6 roll-off containers per day from DPW to the Marathon County Landfill. The City requests that roll-off containers are delivered the week before the pickup is scheduled to begin. Location of roll-off containers shall be coordinated with the DPW supervisors. The landfill fees will be invoiced separately from Marathon County directly to the City.

H. Yard Waste Collection Proposal

Seasonal yard waste collection shall be offered as a contractor provided subscription service. Collection and disposal shall be provided by the contractor with automated 95 gallon carts only. Residents requesting the service shall be billed directly by the contractor. The service shall be available from mid-April to the beginning of November.

I. Government Facility Refuse and Recycling

The contractor shall provide the refuse and recycling charges for facilities based upon the container size and pick up frequency. The list of cart sizes is provided on the standard proposal form (Exhibit 6). A listing of facilities is listed at Exhibit 5. Costs presented shall include any container rental.

J. Bulk Items and Electronics

The contractor shall provide, at a reasonable rate, at least one monthly pick-up of bulk items and electronics including but not limited to: furniture, mattresses, appliances, carpeting/padding, computers, TV's, outdoor play equipment, lumbers, doors, tires, snow blowers, etc. Collection shall be based upon prior request and payment from the resident to the contractor.

K. Excluded Refuse

The contractor shall not be required to collect refuse from any multi-family dwelling of five or more units), commercial establishment or industry under this contract.

L. Reporting

The contractor shall furnish the City Clerk with itemized refuse and recycling tonnage information on a quarterly basis.

M. Clean Up

The contractor shall insure that no refuse and/or recyclables are spilled during the collection process. Refuse and recycling carts and containers shall be handled with care and not left in the roadway or scattered on property.

N. Information/complaints

The contractor shall staff during normal business hours a local telephone contact for information on collection days and times and refuse and recycling program questions. The contractor will also receive and resolve complaints regarding missed pick up, spillage and container damage.

O. Community Streets

The contractor proposing services should be familiar with the characteristics of the City of Wausau and its impact on refuse and recycling collection. The city has a number of one way streets, alleys, traffic patterns and hills that can impact collection services. Due to alleys or other tight spaces a minor number of homes may require manual pick up.



**CITY OF WAUSAU
REFUSE AND RECYCLING SERVICE PROPOSAL**

PREQUALIFICATIONS DUE: Tuesday, February 24th, 2015 at 4:00pm (CST) at City Hall

PROPOSALS DUE: Tuesday, March 10th, 2015 at 1pm (CST) at City Hall
Proposals shall be in a sealed envelope clearly labeled “Sealed Proposals for Refuse and Recycling Services” with the contractors name and address on the outside of the sealed envelope.

PROPOSALS WILL BE OPENED: Tuesday March 10th at 1:30pm (CST) at City Hall

CONTRACT:

Contract will be awarded by the Common Council on March 24th, 2015.

Contract should be executed within 30 of notice of the award of contract.

NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT made this 28th day of September, 2009, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "CITY" and Veolia ES Solid Waste Midwest, LLC hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY provides nonrecyclable solid waste collection service to all residential households in the community pursuant to certain terms and conditions articulated in Chapter 6.44 of the *Wausau Municipal Code*, and CONTRACTOR is in the business of providing nonrecyclable solid waste collection service, and

WHEREAS, CONTRACTOR shall provide nonrecyclable solid waste collection service to CITY, and CITY shall pay a sum to CONTRACTOR for this service all under certain terms and conditions.

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Services Provided. CONTRACTOR shall collect, pick up, haul away, and dispose of nonrecyclable solid waste from each residential unit within the corporate limits of the City of Wausau, except that which is specifically excluded. A "Residential unit" is defined as a single housing unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Residential units include, but are not limited to, single family homes, each unit of a duplex structure, and each apartment unit in an apartment building. A single-family dwelling unit shall be counted as one unit, a two-family dwelling as two units and so on.

CONTRACTOR shall make available to the occupants of each residential unit the use of a wheeled cart, with a volume of approximately 90 gallons, as a rental service, independent of this contract. The rental cost of the cart shall not be more than \$36 per cart per year during the entire five-year term of this contract. CONTRACTOR shall directly charge the owner/occupant of the residential unit electing to use this optional cart rental service. This cart rental service will not be paid for by CITY.

In addition, as part of this agreement and at no additional cost, CONTRACTOR shall collect, pick up, haul away, and dispose of all recyclable and nonrecyclable solid waste from the following locations at a frequency as directed by CITY:

- A. Wausau Downtown Airport and Airport lift station;
- B. City Hall;
- C. The Department of Public Works;
- D. The Wastewater Treatment Plant;
- E. The Water Treatment Plant;
- F. The Public Safety Building;
- G. Central Fire Station;
- I. The Bridge Street Fire House;
- J. 32nd Avenue Fire House;
- K. Metro Ride garage and offices; and
- L. Additional locations of municipal service which may be designated in the future.

2. Schedule. CONTRACTOR shall collect nonrecyclable solid waste not less than once each week in accordance with a specific collection schedule, established and maintained by the contractor, with CITY approval, designating collection area, date, and approximate time of collection. Collection activity shall not commence before 5:45 a.m.

CONTRACTOR shall, at no expense to CITY, notify all residential units within the collection area of any change in the days of collection, especially as the days may change for holidays. Such notification shall be made pursuant to advance publication by display ad in the *Wausau Daily Herald*. Unless contractor gives the required notice all collections shall be on the same day each week. At least 30 days prior to CONTRACTOR issuing a notice of schedule change, said notice shall be sent to CITY for review and approval.

CONTRACTOR shall not be required to collect or pick up any nonrecyclable solid waste from a residential unit if such waste has not been placed by 5:45 a.m. at the curb on the day of collection.

3. Service Standards. CONTRACTOR shall make collections with minimal noise and disturbance. All equipment shall be operated and maintained to minimize noise. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brakes shall be immediately repaired, upon order of the Director of Public Works and Utilities or his designee.

CONTRACTOR shall insure that no nonrecyclable solid waste spilled during the collection process or any containers are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.

4. Nonrecyclable solid waste collection. "Nonrecyclable solid waste" means all putrescible and nonputrescible solid waste for which there exists no commercially demonstrated method of resource recovery, and includes such materials as Pyrex glass, window glass, light bulbs, mirrors, styrofoam items, waxed paper, garbage and other household wastes.

There is no limit on the volume or quantity of material the occupants of residential units may place at the curb nor the number of nonrecyclable solid waste containers that the occupants of a residential unit may place at the curb and CONTRACTOR shall collect and dispose of said material except as follows:

CONTRACTOR shall not be required to pick up and empty waste in individual waste containers weighting more than fifty (50) pounds. CONTRACTOR shall notify the occupants of any residential units violating this restriction of the proper method to prepare waste for collection.

CONTRACTOR shall not be required to collect or pick up major appliances as defined by s. 159.01(3), Wisconsin Statute, and as amended; tree stumps and roots or shrubs with intact root balls weighing more than 50 pounds; large furniture items; greater than seventy-five (75) pounds of construction debris from an individual residential unit every week; yard waste (except Christmas trees shall be picked up with the regular collection); tires; nonseparated solid waste; or hazardous waste all as specified in the City of Wausau Solid Waste Disposal ordinance, Chapter 6.44, *Wausau Municipal Code*, and as amended. "Nonseparated solid waste" means a mixture of two or more of the three types of waste: recyclable solid waste, nonrecyclable solid waste, and yard waste as defined in Chapter 6.44, *Wausau Municipal Code*.

Up to seventy-five (75) pounds of construction debris generated from a particular residential unit shall be collected weekly from that unit as a part of the normal solid waste pick-up. (For instance, debris from small homeowner remodeling projects shall be picked up.)

5. Disposal. CONTRACTOR shall deliver all nonrecyclable solid waste to Marathon County Landfill or any other landfill facility licensed by the State of Wisconsin, selected by CONTRACTOR and approved by CITY. Nothing shall be deposited anywhere without the prior approval of CITY.

6. Reports. CONTRACTOR shall furnish to CITY, on a monthly basis, reports with a calculated tonnage of the nonrecyclable solid waste collected within the CITY from residential units under this contract. Receipts for loads shall be included with these reports. CITY shall obtain any other information and reports as are required of CITY by the State of Wisconsin directly from the Marathon County Landfill.

7. Yard waste management. CITY shall provide a location for a yard waste drop-off collection site and CITY shall operate and manage the yard waste site and yard waste generated in CITY.

CITY shall adopt all necessary ordinances to implement the program and publicize the entire yard waste program.

Yard waste for the purposes of this agreement shall mean leaves, grass clippings, brush, tree limbs, branches, and yard and garden debris. This term does not include stumps, roots or shrubs with intact root balls.

CONTRACTOR shall make available to all residential units an optional curbside yard waste collection service. Such service shall be made available during the months of at least May through September. Payment for this service shall be made to CONTRACTOR by the owner or occupant of the residential unit choosing to utilize this service. CONTRACTOR may charge residential units whatever fee CONTRACTOR deems necessary to support this service. CITY shall not pay for this service.

8. Contractor's Equipment. CONTRACTOR understands and agrees that it will furnish and provide all necessary motor vehicles, apparatus, and equipment to do all the work, and it will perform all the services in this agreement, and that this shall be accomplished at the CONTRACTOR'S sole expense. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brakes shall be immediately repaired, upon order of the Director of Public Works and Utilities or his designee.

9. Compliance with Rules. CONTRACTOR agrees that all collection, pick-up, hauling, and disposal methods shall be accomplished according to and pursuant to all applicable laws, rules, orders, regulations, policies, ordinances and any other provisions as promulgated, adopted, passed and/or provided by the federal, state or municipal governments.

10. Compliance with CITY ordinances. CONTRACTOR shall report to CITY a list of all residential units that are not in compliance with the terms of any CITY ordinances, and CONTRACTOR shall cooperate with CITY in all enforcement activity.

11. Contractor's Employees. CONTRACTOR agrees to furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, CONTRACTOR shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973. CONTRACTOR shall have sole control over its employees and be solely responsible for their supervision and pay.

12. Worker's Compensation Insurance. CONTRACTOR shall maintain for the life of this agreement worker's compensation insurance for all of its employees providing work or services pursuant to the terms of this agreement. The amount of such insurance shall be the statutory limit required under Wisconsin law, and shall be provided by such insurers licensed to do business in the State of Wisconsin. All worker's compensation insurance policies carried by CONTRACTOR shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policies for any reasons whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

13. Liability Insurance. CONTRACTOR shall maintain during the life of this agreement public liability insurance and property damage insurance insuring CONTRACTOR and the CITY, its employees, officers, agents, and designees, whether appointed, hired and/or elected, as additional insureds, against liability for injury to property for at least five hundred thousand dollars (\$500,000) and against liability for injury to persons or for loss of life with limits of two million dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance satisfactory to CITY, such insurance to be specifically subject to the approval of CITY. Such policy shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policy for any reason whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

14. Indemnification and Hold Harmless. CONTRACTOR agrees to indemnify CITY and to save and hold CITY free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to CONTRACTOR's operations which are the subject of this agreement; and CONTRACTOR agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

15. Indemnification and Hold Harmless From Landfill Site. CONTRACTOR agrees to provide to CITY with an indemnification and hold harmless from the owner and/or operator and/or responsible party of the landfill site (the decision as to the provider of the hold harmless to be made by CITY) whereby the responsible party will indemnify and save and hold CITY and CITY's appointed, hired, and/or elected officers, agents, employees, and designees, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to RESPONSIBLE PARTY's operations at the landfill site, and especially in relation to the refuse from CITY; and RESPONSIBLE PARTY agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees,

and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

16. Selection of the disposal site. CONTRACTOR and CITY agree that CITY has not actually participated in selection of the disposal site and is neither arranging for disposal or transporting refuse and therefore is not a transporter arranger as defined in s. 292.35(g), Wis. Stats. Further, CITY is not a person who accepts or accepted any hazardous substance for transport to disposal or treatment facilities, incineration vessels or sites selected by such person from which there is a release, or a threatened release, which causes the incurrence of response costs, of hazardous substance as defined in 42 U.S.C. s. 9607(a) (4) as it has not been involved in the selection process nor was there direction given by CITY for said selection.

17. Payment for Services. For all services provided by CONTRACTOR to CITY, CITY shall pay to CONTRACTOR on a basis of sixteen thousand five hundred four (16,504) residential units, the estimated number of residential units existing in CITY as of January 1, 2010, with additions or subtractions from that amount being made as follows:

- A. Increase in base fee per month per unit for additional residential units. The number of residential units shall be adjusted on January 2 of each subsequent contract year after 2010, as follows: Increases shall be made for residential units annexed into the City and for newly constructed residential units to be determined on the basis of CITY's Building Inspections Department records of new construction permits issued between January 2 of each preceding year and January 2 of the subsequent year. Decreases shall be made as a result of residential unit demolitions as recorded in the records of CITY's Building Inspections Department. Except that adjustments will be made in the event that over twenty-five (25) residential units are annexed in any one (1) month period in which case adjustments will be made at the beginning of the month subsequent to the approval of the annexation.

The increase in the TOTAL ANNUAL BASE FEE for additional (or decreased) residential units during the appropriate year shall be on a per month per unit basis in accordance with the rates shown in column "C" of EXHIBIT III.

- B. CITY shall pay CONTRACTOR, on or before the 15th of each month for the service provided in the previous month, one twelfth of the amount shown in column "A" + "B" (TOTAL ANNUAL BASE FEE) of EXHIBIT III for the appropriate year and any increases in accordance with paragraph 17, A above. It is understood that said payment made to CONTRACTOR is for services rendered under this agreement and also for services rendered under the RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT.

Payment shall be made as directed by CONTRACTOR

- C. It is understood that the cost of the services provided in this agreement is partially based upon a landfill tipping fee that must be paid by CONTRACTOR to the owner of the landfill where the waste is deposited. If State or Federal landfill excise fees are increased or decreased the annual payment made to CONTRACTOR by CITY shall be increased or decreased at a rate of eleven thousand dollars (\$11,000) for each whole dollar (\$1.00) change in the State or Federal landfill excise fees. This rate adjustment shall be effective as of the date that the increase or decrease is effective. If the increase or decrease is less than a whole dollar amount the partial dollar shall be pro-rated.

This charge is based upon an estimated 11,000 tons of landfilled waste per year and shall not be changed during the life of this agreement.

- D. **Fuel Surcharge:** For purposes of this agreement, the base cost of diesel fuel shall be established at three dollars and twenty five cents (\$3.25) per gallon. On the first day of every month of the term of this Agreement CITY shall determine if CONTRACTOR is eligible to receive a one hundred ninety six dollar (\$196) fuel surcharge payment for every whole ten cent (\$0.10) units that the cost of diesel fuel exceeds the base cost of diesel fuel. To determine if the cost of diesel fuel has exceeded the base cost of diesel fuel, on the first day of every month, the cost of fuel for the first Monday of the previous month shall be used in the calculation, as determined from data provided by the U.S. Energy Information Administration. The cost data to be used is the Weekly Retail On-Highway Diesel Prices-Average All Types, for the Midwest Region of the United States. This cost information is available on the website at:
<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

If a fuel surcharge payment is due that month, said payment shall be made at the time the payment described in paragraph 17, B is made.

18. Similar and like-kind service. CITY shall, upon 30 days' notice to CONTRACTOR, have the option to request that CONTRACTOR provide the similar and like-kind service to CITY which CONTRACTOR provides to another community within the Wausau Urban Area served by CONTRACTOR. Within ten (10) days of CONTRACTOR's receipt of this request, CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall negotiate a cost satisfactory to both parties within thirty (30) days of CITY's receipt of response from CONTRACTOR. Failure to agree to a cost may result in option of early termination under paragraph 21, B. This like-kind service would include the same cost of service paid by the other community, with allowances made for relevant factors influencing cost which may differ between the communities and which are documented by CONTRACTOR.

19. Term of Agreement. This agreement shall remain in effect for a period of five (5) years from January 1, 2010, through December 31, 2014.

20. Notice. Any notice required herein shall be sent by certified U.S. mail as follows:

- A. To the CITY: City Clerk, City of Wausau, City Hall, 407 Grant Street, Wausau, Wisconsin 54403-4783.
- B. To the CONTRACTOR: General Manager, Veolia ES Solid Waste Midwest, LLC, 5509 Fuller Street, Schofield, Wisconsin, 54476.

21. Early Termination.

- A. *For Default.* This agreement may be terminated by either party for default by the other party by giving sixty (60) days' prior written notice of the intended date of termination. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default.
- B. *For Unsatisfactory Service.* CITY may terminate the contract for unsatisfactory service upon sixty (60) days' written notice to CONTRACTOR. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect nonrecyclable solid waste placed at the curb side in a timely manner, omission of collections, failure to clean collection sites of nonrecyclable solid waste spilled during the collection process or similar deviations from the requirements.
- C. Should, for any reason, the agreement for collection of recyclable solid waste by CONTRACTOR be terminated, this agreement shall then terminate on the same date as the agreement for collection of recyclable solid waste.
- D. In the event that the State of Wisconsin laws governing nonrecyclables are amended or the Wisconsin Department of Natural Resources Administrative Rules governing nonrecyclables take effect during the term of this agreement the parties shall have ninety (90) days from the date of notice of change served by one party or the other to reach agreement as to any new or revised terms and conditions of this agreement. Failure to reach agreement within ninety (90) days shall cause this agreement to terminate automatically sixty days after the ninety (90) day period.

22. Assignment. CONTRACTOR may not assign or sublet this agreement or any of the services provided under this agreement without the approval of CITY, such approval to be manifested only by a resolution adopted by a majority of the Common Council.

23. Miscellaneous. This agreement contains the entire agreement of the parties and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect abandonment of it in whole or in part unless such agreement is in writing and signed by all the parties. The failure of either party of this agreement to object to, or to take affirmative action with respect to, any act or omission of the other which is a violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

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

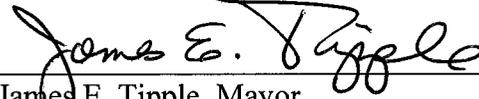
CONTRACTOR:

Veolia ES Solid Waste Midwest, LLC

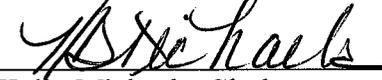


David E. Sonnentag
Regional Manager

CITY OF WAUSAU BY:



James E. Tipple, Mayor



Kelly Michaels, Clerk

Prepared: May 18, 2009

Revised: May 19, 2009

June 9, 2009

June 12, 2009

June 15, 2009

September 10, 2009

September 28, 2009

October 28, 2009

Alternate 1 **EXHIBIT III**
5-YEAR COST SUMMARY
CITY OF WAUSAU WASTE MANAGEMENT PROPOSAL / CONTRACT

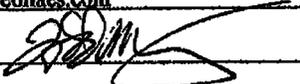
CONTRACTOR NAME: Veolia ES Solid Waste Midwest, LLC

ADDRESS: 5509 Fuller Street
Schofield WI, 54476

TELEPHONE NUMBER: 715-359-6637

FAX: 715-359-2123

EMAIL ADDRESS: todd.mitchell@veoliaes.com

AUTHORIZED SIGNATURE:  DATE: 09/18/2009

YEAR	"C" INCREASE (DECREASE) IN BASE FEE PER MONTH PER UNIT FOR ADDITIONAL RESIDENTIAL UNITS	"A" 16,504 units NON-RECYCLABLE PICK-UP AND DISPOSAL	"B" 16,504 units RECYCLABLE PICK-UP, PROCESSING, AND MARKETING	"A" + "B" TOTAL ANNUAL BASE FEE	"D" INCREASE COST PER YEAR IF WASTE IS DISPOSED IN THE MARATHON COUNTY LANDFILL (11343 tons)
2010	\$5.80 + \$1.70 = \$7.50 (For annexations larger than 25 units during 2010)	\$1,148,678.40	\$336,681.60	\$1,485,360.00	\$0
2011	\$6.25 + \$1.80 = \$8.05	\$1,237,800.00	\$356,486.40	\$1,594,286.40	\$0
2012	\$6.60 + \$1.90 = \$8.50	\$1,307,116.80	\$376,291.20	\$1,683,408.00	\$0
2013	\$6.75 + \$2.00 = \$8.75	\$1,336,824.00	\$396,096.00	\$1,732,920.00	\$0
2014	\$ 6.90 + \$2.10 = \$9.00	\$1,366,531.20	\$415,900.80	\$1,782,432.00	\$0
TOTALS FOR 5-YEARS		\$6,396,950.40	\$1,881,456.00	\$8,278,406.40	\$0
GRAND TOTAL BASE FEE FOR 5 YEAR PROPOSAL: \$8,278,406.40					TOTAL LANDFILL COST INCREASE FOR 5 YEAR CONTRACT \$ 0

Name of initial State of Wisconsin licensed landfill to be utilized: Veolia - Cranberry Creek Landfill

Contractor cost per ton for disposal at this landfill: \$ 29.60

The 2010 base rate in this alternative bid is discounted in an effort to help the City with their budgetary constraints. Total 5 year cost proposal remains the same.

Drafted: May 19, 2009
Revised: June 12, 2009

WasteManagementProposalCostSummary.doc

RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT made this 28th day of September, 2009, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "CITY" and Veolia ES Solid Waste Midwest, LLC hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY provides recyclable solid waste collection service to its citizens pursuant to an effective recycling program under Chapter 159, Wisconsin Statutes and NR544 Wisconsin Administrative Code and pursuant to certain terms and conditions articulated in Chapter 6.44 of the *Wausau Municipal Code* and CONTRACTOR is in the business of providing recyclable solid waste collection service, and

WHEREAS, CONTRACTOR shall provide recyclable solid waste collection service to CITY, and CITY shall pay a sum to CONTRACTOR for this service all under certain terms and conditions.

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Services Provided.

- A. Curb-Side Pickup. CONTRACTOR shall collect, pick up, and haul away, from each residential unit, as defined within the corporate limits of the City of Wausau, all recyclable solid waste as listed herein and as specified in the City of Wausau Solid Waste Disposal ordinance, Chapter 6.44, *Wausau Municipal Code*, and as amended, unless CITY has been notified that a variance has been granted to CITY by the Department of Natural Resources which exempts an item listed from mandatory recycling requirements and CITY elects to remove from the recyclables list: Newspapers, mixed paper, glass containers, aluminum containers, steel containers, automotive waste oil, lead acid batteries, PETE plastic containers, HDPE plastic containers, magazines, corrugated cardboard or other container board, bi-metal containers, PVC plastic containers, LDPE plastic containers, PP plastic containers, polystyrene plastic containers, and foam polystyrene packaging. CONTRACTOR shall collect and haul these recyclables, from a plastic bin or other container(s) agreed upon by CITY and CONTRACTOR set out by CITY residents at curb side. Recyclables shall be separated into the categories agreed upon by CITY and CONTRACTOR in an effort to maximize the amount of refuse recycled, provide for an efficient collection process and maintain a high market value for the material collected. The collection,

processing and marketing program of CONTRACTOR shall comply with all State Statutes and Administrative Rules and regulations.

- B. CITY, upon sixty (60) day notice, may designate materials to be added to or deleted from the list of recyclables to be collected by CONTRACTOR. The parties may agree to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted items(s).
- C. CONTRACTOR shall collect recyclable solid waste at least once every two weeks in accordance with a specific collection schedule. Collection of recyclable and nonrecyclable solid waste shall be on the same day of the week in each collection area. Collection activity shall not commence before 5:45 a.m. CONTRACTOR shall maintain all recyclables in a marketable condition and keep all source-separated items separate throughout the collection processing and marketing of the materials as required by NR544.05(1) Wisconsin Administrative Code.
- D. CONTRACTOR shall, at no expense to CITY, notify all residential units within the collection area of any change in the days of collection, such notification being made pursuant to advance publication by display ad in the *Wausau Daily Herald*. At least 30 days prior to CONTRACTOR issuing a notice of schedule change, said notice shall be sent to CITY for review and approval.
- E. CONTRACTOR shall make collections with minimal noise and disturbance. All equipment will be operated and maintained to minimize noise.
- F. CONTRACTOR shall insure that no recyclable solid waste spilled during the collection process or any containers are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.
- G. CONTRACTOR shall cause the delivery of all source-separated recyclable materials to an appropriate recycling facility.
- H. CONTRACTOR shall furnish to CITY on a quarterly basis, reports with a calculated tonnage of each recyclable solid waste collected within the CITY under this contract. Available documentation such as receipts for loads shall be included in these reports.
- I. CONTRACTOR shall provide CITY with contracts they have for the processing and marketing of all recyclable materials and reports indicating the weight of rejected recyclable material for each recyclable item collected and the weight of accepted and processed recyclable material for each recyclable material collected.
- J. CONTRACTOR shall not be required to collect or pick up any recyclable solid waste from a residential unit if such waste has not been deposited in City-approved containers and placed by 5:45 a.m. at the curb on the day of collection.

K. CONTRACTOR shall, on a monthly basis, provide CITY with a list of all households whose recyclable material was either in an unacceptable condition or who failed to properly separate the material and CONTRACTOR shall cooperate with CITY in all enforcement activity.

2. Contractor's Equipment. CONTRACTOR understands and agrees that it will furnish and provide all necessary motor vehicles, apparatus, and equipment to do all the work, and it will perform all the services in this agreement, and that this shall be accomplished at the contractor's sole expense. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brake noise shall be investigated and repaired to minimize complaints.

3. Compliance with Rules. CONTRACTOR agrees that all collection, pick-up, hauling, sorting, processing and marketing methods shall be accomplished according to and pursuant to all applicable laws, rules, orders, regulations, policies and any other provisions as promulgated, adopted, passed and/or provided by the federal, state or municipal governments.

4. Contractor's Employees. CONTRACTOR agrees to furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, CONTRACTOR shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973. CONTRACTOR shall have sole control over its employees and be solely responsible for their supervision and pay.

5. Worker's Compensation Insurance. CONTRACTOR shall maintain for the life of this agreement worker's compensation insurance for all of its employees providing work or services pursuant to the terms of this agreement. The amount of such insurance shall be the statutory limit required under Wisconsin law, and shall be provided by such insurers licensed to do business in the State of Wisconsin. All worker's compensation insurance policies carried by CONTRACTOR shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policies for any reasons whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

6. Liability Insurance. CONTRACTOR shall maintain during the life of this agreement public liability insurance and property damage insurance insuring CONTRACTOR and the CITY, its employees, officers, agents, and designees, whether appointed, hired and/or elected, as additional insureds, against liability for injury to property for at least five hundred thousand dollars (\$500,000) and against liability for injury to persons or for loss of life with limits of two million dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance satisfactory to CITY, such insurance to be specifically subject to the approval of the City of Wausau. Such policy shall bear an endorsement or shall have attached thereto a rider providing that in the event of

cancellation or proposed cancellation of such policy for any reason whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

7. Indemnification and Hold Harmless. CONTRACTOR agrees to indemnify CITY and to save and hold CITY free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to CONTRACTOR's operations which are the subject of this agreement; and CONTRACTOR agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

8. Indemnification and Hold Harmless From Landfill Site. CONTRACTOR agrees to provide to CITY with an indemnification and hold harmless from the owner and/or operator and/or responsible party of the landfill site (the decision as to the provider of the hold harmless to be made by CITY) whereby the responsible party will indemnify and save and hold CITY and CITY's appointed, hired, and/or elected officers, agents, employees, and designees, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to RESPONSIBLE PARTY's operations at the landfill site, and especially in relation to the refuse from CITY; and RESPONSIBLE PARTY agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

9. Selection of the disposal site. CONTRACTOR and CITY agree that CITY has not actually participated in selection of the disposal site and is neither arranging for disposal or transporting refuse and therefore is not a transporter arranger as defined in s.292.35(g), Wis. Stats. Further, CITY is not a person who accepts or accepted any hazardous substance for transport to disposal or treatment facilities, incineration vessels or sites selected by such person from which there is a release, or a threatened release, which causes the incurrence of response costs, of hazardous substance as defined in 42 U.S.C. s. 9607(a) (4) as it has not been involved in the selection process nor was there direction given by CITY for said selection.

10. Payment for Services. Payment for all services provided by CONTRACTOR under this agreement and adjustments to those payments to CONTRACTOR are covered in

the companion agreement entitled, "NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT".

11. Term of Agreement. This agreement shall remain in effect for a period of five (5) years from January 1, 2010, through December 31, 2014.

12. Similar and like-kind service. CITY shall, upon thirty (30) days' notice to CONTRACTOR, have the option to request that CONTRACTOR provide the similar and like-kind service to CITY which CONTRACTOR provides to another community served by CONTRACTOR. Within ten (10) days of CONTRACTOR's receipt of this request, CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall negotiate a cost satisfactory to both parties within thirty (30) days of CITY's receipt of response from CONTRACTOR. Failure to agree to a cost may result in option of early termination under paragraph 14, B. This like-kind service would include the same cost of service paid by the other community, with allowances made for relevant factors influencing cost which may differ between the communities and which are documented by CONTRACTOR.

13. Notice. Any notice required herein shall be sent by certified U.S. mail as follows:

- A. To the CITY: City Clerk, City of Wausau, City Hall, 407 Grant Street, Wausau, Wisconsin 54403-4783.
- B. To the CONTRACTOR: General Manager, Veolia ES Solid Waste Midwest, LLC, 5509 Fuller Street, Schofield, Wisconsin, 54476.

14. Early Termination.

- A. *For Default.* This contract may be terminated by either party for default by the other party by giving sixty (60) days' prior written notice of the intended date of termination. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default.
- B. *For Unsatisfactory Service.* CITY may terminate the contract for unsatisfactory service upon sixty (60) days' written notice to CONTRACTOR. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect recyclable solid waste placed at the curb side in a timely manner, omission of collections, failure to clean collection sites of recyclable solid waste spilled during the collection process, or similar deviations from the requirements.
- C. Should, for any reason, the agreement for collection of nonrecyclable solid waste by CONTRACTOR be terminated, this agreement shall then terminate on the same date as the agreement for collection of nonrecyclable solid waste.
- D. In the event that either the laws of the State of Wisconsin or the new Wisconsin Department of Natural Resources Administrative Rules governing recycling take effect during the term of this agreement, the parties shall have ninety (90) days from the date

of notice of change to both parties to reach agreement as to new/revised terms and conditions of this agreement, otherwise this agreement shall terminate.

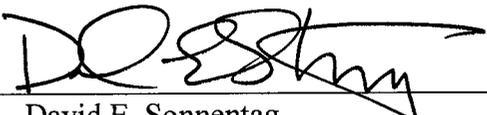
15. Assignment. CONTRACTOR may not assign or sublet this agreement or any of the services provided under this agreement without the approval of CITY, such approval to be manifested only by a resolution adopted by a majority of the Common Council.

16. Miscellaneous. This agreement contains the entire agreement of the parties and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect abandonment of it in whole or in part unless such agreement is in writing and signed by all the parties. The failure of either party of this agreement to object to or to take affirmative action with respect to, any act or omission of the other which is a violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

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

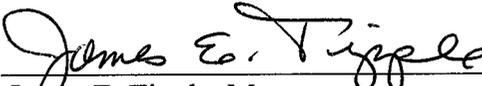
CONTRACTOR:

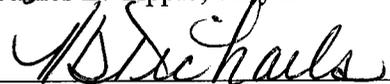
Veolia ES Solid Waste Midwest, LLC



David E. Sonnentag
Regional Manager

CITY OF WAUSAU BY:



James E. Tipple, Mayor


Kelly Michaels, Clerk

Prepared: May 19, 2009
Revised: September 10, 2009
September 28, 2009
October 28, 2009



September 3, 2014

Mayor Tipple
City of Wausau
5203 N 69th Street
Wausau, WI 54403

RE: Contract For Refuse And Recyclables: Collection, Hauling & Processing Signed September 28, 2009 (the "Contract") By And Between City of Wausau (the City") and Advanced Disposal Services Solid Waste Midwest, LLC (formerly Veolia ES Solid Waste Midwest, LLC) (Advanced Disposal)

Mr. Tipple:

Thank you for allowing Advanced Disposal the opportunity to renew the Contracts for Refuse and Recyclables Collection Hauling and Processing between the City and Advanced Disposal.

This letter agreement documents the negotiations between Advanced Disposal and the City concerning the renewal of the Contracts. As we discussed, the Contracts shall be extended for an additional one year commencing January 1, 2015 and ending December 31, 2015. During the extended term, Advanced Disposal will continue to provide the same services as described in current Contract. For billing purposes, the same the house count used to calculate the number of trash and recycling units will be continued during the renewal term. In consideration for the renewal, effective January 1, 2015, a 4 % increase will be added to the rates charged to the City by Advanced Disposal for services provided during the renewal term.

Advanced Disposal will continue to be the City's exclusive provider for the services contemplated in the Contract during the renewal term. Collection does not include tires, appliances, or other materials that require special handling or that are prohibited by the Marathon County landfill for disposal.

If the terms of this letter agreement are acceptable to the City, please indicate the City's acceptance hereof by counter signing this letter below and returning a copy of the signed letter to me. Upon full execution, this letter agreement shall be binding upon and inure to the benefit of the parties. This letter agreement shall then serve as an extension of the Contracts amending the terms as set forth herein and together with the Contracts shall contain

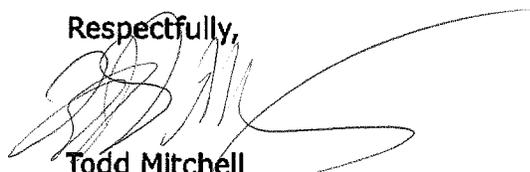
Mr. Tipple
September 3, 2014
Page 2 of 2

the entire understanding between the parties with respect to the subject matter. The terms and conditions described above with respect to services performed and rates charged during the renewal term shall become effective on January 1, 2015. All other terms and conditions of the Contract shall remain in full force and effect throughout the extended term.

Please contact me at (715) 359-6637 with questions or concerns.

Thank you.

Respectfully,



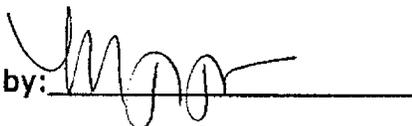
Todd Mitchell
General Manager
Advanced Disposal Services Solid Waste Midwest, LLC

The terms and conditions set forth above are hereby accepted and agreed to as of the day and year first above written. By signing below, the City represents and warrants that it has fully power and authority to enter into this letter agreement for the extension of the Contracts and the City's Mayor has been duly authorized to execute and deliver this letter agreement in accordance with all applicable laws, rules, regulations and ordinances.

CITY OF WAUSAU


James E. Tipple, Mayor

9/11/14
Date

Attested by: 

CITY OF WAUSAU FACILITIES

LOCATION	COLLECTION DAYS	CONTAINER
CITY HALL		
Garbage Pickup	Tuesday & Friday	2 Yd Dumpster
Paper Pickup	Monday, Wednesday & Friday	4 - 90 Gallon Containers
Co-mingle Recycling	Thursday	4 - 90 Gallon Containers
PUBLIC SAFETY BUILDING		
Garbage Pickup	Friday	1 - 1 Yard Dumpster
Paper Pickup	Friday	1 - 1 Yard Dumpster
Co-mingle Recycling	Thursday	1 - 90 Gallon Container
WATER UTILITY		
Garbage Pickup	Weekly	1 - 2 Yard Dumpster
Co-mingle Recycling	Weekly	1 - 2 Yard Dumpster
SEWER UTILITY		
Garbage	Weekly	3 - 3 Yard Dumpster
DEPARTMENT OF PUBLIC WORKS		
Garbage Pickup	Weekly	1 - 6 Yard Dumpster
Garbage Pickup	As Needed	1 - 6 Yard Dumpster
Cardboard Recycling	As Needed	1 - 4 Yard Dumpster
CENTRAL FIRE STATION		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
ELECTRICAL DEPARTMENT		
Garbage Pickup	As Needed	1 - 4 Yard Dumpster
Cardboard Recycling	As Needed	1 - 4 Yard Dumpster
FIRE STATION #2		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
FIRE STATION #3		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
AIRPORT		
Garbage Pickup	Weekly	1- 6 Yard Dumpster **
Co-mingled Recycling	Weekly	1 - 3 Yard Dumpster
TRANSIT		
Garbage Pickup	Weekly	1 - 3 Yard Container
Cardboard Recycling	Monthly	1 - 2 Yard Container
Paper	Monthly	1 - 1 Yard Container
Plastic Recycling	Monthly	1 - 1 Yard Container
YARDWASTE SITE		
Garbage Pickup	Weekly	2 - 6 Yard Dumpsters

CITY OF WAUSAU FACILITIES

LOCATION	COLLECTION DAYS	CONTAINER
400 BLOCK and THIRD STREET		
Recycling - cans and bottles	Weekly	4 - 95 Gallon Trash Bins
Garbage	Bi-weekly	36 - Trash Bins
UWMC MARATHON PARK		
1201 W STEWART AVE		
Garbage Pickup		1 - 2 Yard Container
Cardboard Recycling		1 - 3 Yard Container
Recycling		1 - 1 Yard Container
UWMC MARATHON PARK		
518 S 7TH AVE		
Garbage Pickup		1 - 4 Yard Dumpster
Garbage Pickup		1 - 3 Yard Container
Garbage Pickup		1 - 6 Yard Dumpster
Cardboard Recycling		1 - 2 Yard Container
UWMC FIELDHOUSE		
615 GARFIELD AVE		
Garbage Pickup		1 - .5 Yard Container
Garbage Pickup		1 - 6 Yard Dumpster
Cardboard Recycling		1 - .5 Yard Container
UWMC FIELDHOUSE		
625 STEWART AVE		
Garbage Pickup		1 - .5 Yard Container
Cardboard Recycling		1 - .5 Yard Container
Recycling		1 - .5 Yard Container

QUOTE # 1
AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES
CARTS

FIVE YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

QUOTE # 1
AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES
CARTS

SEVEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

QUOTE # 1
AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES
CARTS

TEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2023	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2024	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2025	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

QUOTE # 1
AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS
CARTS

FIVE YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

QUOTE # 1
AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS
CARTS

SEVEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

QUOTE # 1
AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS
CARTS

TEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2023	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2024	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2025	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

QUOTE # 2**MANUAL COLLECTION REFUSE AND RECYCLING**

FIVE YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

QUOTE # 2
MANUAL COLLECTION REFUSE AND RECYCLING

SEVEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

QUOTE # 2
MANUAL COLLECTION REFUSE AND RECYCLING

TEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2023	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2024	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2025	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

LANDFILL AND MATERIAL RECOVERY FACILITY LOCATION

LANDFILL DISPOSAL SITE _____

CONTRACTOR COST PER TON AT THIS LANDFILL SITE _____

MATERIAL RECOVERY FACILITY SITE _____

Please note sites expected to use during the course of the contract

DRAFT

CART SPECIFICATIONS:

Detail cart manufacturer and specifications here or attach separate documents.

DRAFT

RATE 40 CUBIC YARD ROLL-OFF CONTAINERS

Contractor to provide an inclusive cost of one 40 cubic yard container rental of approximately 3 weeks and transportation to the Marathon County Landfill. The City expects to use 4 to 6 roll-off containers. The City will pay tipping fees directly to the County. This is an all-inclusive cost and subject to CPI and Fuel charge increases if applicable.

40 cubic yard container rental and transportation to Marathon County

2016	\$ _____
2017	\$ _____
2018	\$ _____
2019	\$ _____
2020	\$ _____
2021	\$ _____
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____

The lengthy of these services will ultimately coincide with the contract term. This service may or may not be utilized.

**SEASONAL YARD WASTE WEEKLY CURB SIDE COLLECTION
SUBSCRIPTION SERVICE**

Seasonal yard waste collection shall be provided on a subscription service only. Collection and disposal shall be provided by the contractor with automated carts only. Cart size shall be 95 gallon class only. Residents requesting service shall be billed directly by the contractor.

The rates quoted will be for 2015 and shall include cart delivery and pick up, rental, collection and recycling of the yard waste.

Length of Season	_____
2016	\$ _____
2017	\$ _____
2018	\$ _____
2019	\$ _____
2020	\$ _____
2021	\$ _____
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____

The length of these services will ultimately coincide with the contract term.

CITY FACILITIES

Provide the monthly fee schedule for the collection and disposal of refuse and recycling for city facilities. Rates listed will reflect 2016 rates.

Container Size	REFUSE			RECYCLING		
	Pick-Up Frequency Per Week			Pick-Up Frequency Per Week		
	1	2	3	1	2	3
90 Gallon						
.5 Yard						
1 Yard						
2 Yard						
3 Yard						
4 Yard						
6 Yard						

Detail annual cost increases if any: _____

DRAFT

FEE OR SURCHARGE	APPLY TO REFUSE COLLECTION <i>(Check Box)</i>	APPLY TO RECYCLING COLLECTION <i>(Check Box)</i>	COST AND NOTES
			<i>(Describe proposal and costs; use more space if needed)</i>
Fuel Surcharge			
Other.....(Describe)			

DRAFT

BULK ITEMS AND ELECTRONICS SUBSCRIPTION SERVICE PROPOSAL

Large items shall be collected and disposed of by direct service request from residents. The contractor shall schedule the pick up at their discretion. The contractor shall direct bill and receive payment directly from the resident. The fee schedule can be adjusted annually upon approval by the Board of Public Works. Attach or enter the initial collection and disposal fees in the table below or provide a similar attachment.

This list is not intended to be inclusive.

Sofa	\$
Love Seat	\$
Upholstered Chair	\$
Rocker Recliner	\$
Mattress	\$
Box Springs	\$
Dining Table and Chairs	\$
Refrigerator	\$
Stove	\$
Dishwasher	\$
Washer	\$
Dryer	\$
Microwave	\$
Lumber	\$
Tire	\$
Snowblower	\$
Lawnmower - Push	\$
Lawnmower - Riding	\$
Outdoor Play Equipment - Disasser	\$
Computer	\$
TV - Large Screen	\$
TV	\$

Contractor: _____

The City of Wausau reserves the right to reject any or all bid proposals and select the bid proposal believed to be in the best interest of the City in the City’s sole discretion. The contract will be awarded to a single contractor based on consideration of bid prices, contractor qualifications, experience and capacity to provide services.

All proposals are valid for 90 days from bid opening
The signed contract must be returned within 30 days of award

ADDENDUM NUMBERS ARE HEREBY

ACKNOWLEDGED: _____

The following listed documents are considered component parts of this proposal

This cost proposal form including attachments
Refuse and Recycling Contracts (marked as draft)

PRINT COMPANY NAME _____

PRINT ADDRESS _____

PHONE _____

EMAIL _____

SIGNATURE _____

DATE _____

PRINT NAME AND TITLE _____



ADVANTAGES TO THE CITY OF BUYING ITS OWN CARTS

- **COST SAVINGS** – Haulers pay the same price for a cart that the City would if purchasing directly. The hauler's cost to finance these carts is higher than the City's borrowing rate. (Please note: if capital to purchase the carts is not available, a third party "lease to own" financing with monthly payments is available to the City with no mark-up by the cart manufacturer.) Even though injection carts are 7 to 10 year assets and Toter Carts are 15 to 20 year assets, the hauler will fully amortize the carts during the contract term, usually 5 years, and must earn an annual rate of return (typically 12%) on these assets, even if the City takes ownership of the carts at the end of 5 years. All of these costs are hidden in the hauler's monthly bill for service. For example, a cart that might cost the City \$50 if purchased directly, may cost the City \$65 in monthly fees contained in the collection fee. If the City does not take ownership of the carts and the contract is extended beyond the original term, the City will continue to pay these higher than market costs related to carts that have already been fully depreciated. In a 10 year period (5 year contract plus 5 years of extensions), the City would pay all of these costs TWICE.
- **CHOICE OF A QUALITY CART** - The City chooses the cart brand, the quality, color, markings, etc. rather than letting the hauler choose the cheapest available cart that makes him the highest profit. Many haulers will tell you they do not care about quality or durability if they transfer the cart to the City after the 5 year contract, they only want cheap.
- **CONTROL** – The City is able to terminate a contractor for poor performance without being "held hostage" by the threat of the contractor removing his carts. City-owned carts make it easy to quickly contract with a new hauler.
- **ENSURING FUTURE COLLECTION BIDS ARE COMPETITIVE** – If the current hauler owns the carts in place in the City, he has a significant cost advantage over other bidders at the next bid. It will be difficult to replace the current hauler in a new bid, regardless of the City's dissatisfaction with his service.

- *CITY SERVICE* – Having the City's name/logo imprinted on the cart reminds citizens that, although it is privatized, refuse collection is a City provided service.
- **LOWEST TOTAL COST OF OWNERSHIP** – When asked to include carts in its collection bid price, the only incentive to the collection company is to find the cheapest cart available, regardless of cart quality or long term durability. The less the hauler pays for the carts, the lower his collection bid price will be. If the City will eventually own the carts at the end of the contract, it will own carts that were not chosen based on the lowest total cost of ownership. As a result, the City will bear the higher cart maintenance cost and the cost of having to prematurely replacing cheap carts that are not durable.



QUOTATION

Sell To:		Ship To:	
Customer Contact	Maryanne Groat	Ship To Name	
Customer Name	City Of Wausau	Shipping Address	407 Grant St Wausau, WI 54403-4737
Billing Address	407 Grant St Wausau, WI 54403-4737	Customer Job Reference	
Email	mgroat@ci.wausau.wi.us		
Phone	715-261-6500		

Salesperson	Daniel Holihan	Created Date	08/14/2014
Email	dholihan@wastequip.com	Expiration Date	09/13/2014
			WQ-0030288
Phone	(765) 414-7859	Quote Number	Please Reference Quote Number on all Purchase Orders

Product Description	QTY	Unit Price	Extended Price
Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	14,500	\$51.50	\$746,750.00
---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	14,500	\$0.00	\$0.00
---Body Color - Any Granite Color	14,500	\$0.00	\$0.00
---Lid Color - Any Standard Lid Color	14,500	\$0.00	\$0.00
---Body Hot Stamp on Both Sides (New)	14,500	\$0.00	\$0.00
---Lid Hot Stamp Insert - Read from Street (Existing)	14,500	\$0.00	\$0.00
---Toter Serial Number Hot Stamped on Front of Cart Body in White	14,500	\$0.00	\$0.00
---Wheels - 10" Sunburst	14,500	\$0.00	\$0.00
---Warranty - 10 Year Unprorated	14,500	\$0.00	\$0.00
---One Time Die Charge for New Body Hot Stamp	1	\$300.00	\$300.00
Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	14,500	\$51.50	\$746,750.00
---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	14,500	\$0.00	\$0.00
---Body Color - Any Granite Color	14,500	\$0.00	\$0.00
---Lid Color - Any Standard Lid Color	14,500	\$0.00	\$0.00
---Body Hot Stamp on Both Sides (Existing)	14,500	\$0.00	\$0.00
---Lid Hot Stamp Insert - Read from Street (Existing)	14,500	\$0.00	\$0.00
---Toter Serial Number Hot Stamped on Front of Cart Body in White	14,500	\$0.00	\$0.00
---Wheels - 10" Sunburst	14,500	\$0.00	\$0.00
---Warranty - 10 Year Unprorated	14,500	\$0.00	\$0.00
Recording Serial Numbers: Serial numbers will be electronically recorded using a tablet during distribution to address database provided by the customer. Address database must be in an electronic format (Excel or CSV) and provided at least 10 business days prior to cart distribution. Toter will provide an Excel file of serial numbers coordinated with distribution addresses within 2-3 weeks after distribution services have ended. All reporting is determined by the accuracy of the Customer's electronic address database.	29,000	\$0.60	\$17,400.00
Assembly and Distribution (Dense): Cart assembly and distribution based on dense urban area in which each residence receives a cart. Carts will be distributed on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional	29,000	\$3.65	\$105,850.00



841 Meacham Rd, Statesville, NC, 28677
PHONE: 800-424-0422 FAX: 704-878-0734 toterpo@wastequip.com
Quote Number: WQ-0030288

Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)

Subtotal	\$1,617,050.00
Freight (F.O.B)	\$135,622.26
Tax	\$88,937.75
Total	\$1,841,610.01

Special Instructions



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

**COMMENTS REGARDING REQUEST FOR PROPOSALS
FOR REFUSE AND RECYCLING SERVICES CONTRACT**

At the time of distribution of the Common Council packet, the requested legal analysis of the Request for Proposals (RFP) for the refuse and recycling services contract has not been completed, but is underway. Language is being drafted concerning the indemnification and other legal aspects of the RFP. Further report will be provided at the Common Council meeting.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing city to renew an option for KM Ventures of Wausau LLC to purchase an approximately .23 acre parcel with an option price of \$100 per year for 3 years.

Committee Action: Approved 5-0

Fiscal Impact: \$300

File Number: 01-0207

Date Introduced: January 27, 2015

WHEREAS, the City originally established the Wausau Business Campus to encourage job growth and quality commercial infrastructure;

WHEREAS, KM Ventures of Wausau LLC, d/b/a United Mailing Services executed an option to purchase .23 acres of land west of their current facility on May 31, 2001 and wishes renew the said option for a three year period;

WHEREAS, the City agrees to renew KM Ventures of Wausau’s option to purchase, west of their facility, in order to have the opportunity to expand;

WHEREAS, KM Ventures of Wausau intends to purchase the property for a sum of \$12,500 per acre (\$2,875) cash at closing, when conditions permit;

WHEREAS, the Economic Development Committee has considered the matter and recommends the option be approved (See Option Attached); and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby approves of this resolution to option .23 acres of land for three years at an option price of \$100 per year;

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to direct staff to execute any documents or reports necessary to administer the option; and

BE IT FURTHER RESOLVED that KM Ventures of Wausau LLC and any representatives or purchasing agents thereof shall abide by all terms and conditions set forth in the Wausau Business Campus Zoning and Standard Deed Restrictions.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, November 20, 2014 at 4:30 p.m. in the 2nd Floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (Chair), Romey Wagner, Tom Neal (VC), David Oberbeck and Lisa Rasmussen

Others Present: MaryAnne Groat, Mayor Jim Tipple, Ann Werth, Anne Jacobson, Megan Lawrence, Jim Warsaw, Nan Giese, Brad Lenz, Mark Craig, Arden Emmerich, Aaron Kapellusch, Allen Wesolowski, Chuck Plier, Dawn Follendorf, Coleman Peiffer, Jake Maahs, Cory Thorson and Jeff Evenhouse

DISCUSSION AND POSSIBLE ACTION ON GRANTING UNITED MAILING SERVICES AN OPTION TO PURCHASE 1.25 ACRES IN THE BUSINESS CAMPUS

Rasmussen motioned to extend the purchase option of 1.25 acres of land for 3 years at a price of \$100 per year and the purchase price of the land would be \$12,500 per acre. Wagner seconded and the motion carried unanimously 5-0.

Document No.

OPTION
Document Title

IN CONSIDERATION of the sum of One Hundred and no/100 Dollars (\$100.00) per year, the first year's payment of which is this day in hand paid to the City of Wausau by KM Ventures of Wausau, LLC, receipt of which is hereby acknowledged, the City of Wausau does hereby give to said KM Ventures of Wausau, LLC, its successors and assigns, the option to purchase on or before the 10th day of December, 2017, the following described real estate located in the City of Wausau, County of Marathon, State of Wisconsin, to-wit:

Outlot 1 of Certified Survey Map No. 11684 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 49 of Certified Survey Maps on page 166; being a part of the Southeast quarter (SE1/4) of the Northwest quarter (NW1/4), Section 36, Township 29 North, Range 6 East, the City of Wausau, Marathon County, Wisconsin.

Recording Area

Name and Return Address:

KM Ventures of Wausau, LLC
Attn: James Kolb
4475 N. 124th Street
Brookfield WI 53005-2502

PIN: 291.4.2906.362.0970

for the sum of Two Thousand Eight Hundred Seventy-five and 00/100 (\$2,875.00) payable as follows: Cash at closing. The option price shall be in addition to this sum.

Notice of the intention to exercise this option shall be served upon the City of Wausau within the time above specified, either by personal delivery or by registered mail, addressed to the City of Wausau at 407 Grant Street, Wausau, WI 54403-4783.

Within 30 days from the date such notice is so served, the City of Wausau will furnish an owner's policy of title insurance, in the sum of \$2,875.00, written by an insurance company licensed by the State of Wisconsin, showing title as called for by this agreement. Sale shall be consummated and the conveyance made within 60 days after service of the notice above specified; conveyance shall be made by warranty deed free and clear of all liens and encumbrances, except: None.

Rents, general taxes and interest shall be prorated to date of transfer, insurance policies shall be assigned and premiums therefor be likewise prorated.

It is agreed that time is of the essence of this option.

Should KM Ventures of Wausau, LLC fail to exercise this option within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and the amount this day paid shall belong to the city of Wausau.

If more than one person executes this option as owner, singular terms used herein shall be read as if written plural.

Dated this _____ day of _____, 2015.

CITY OF WAUSAU BY:

* James E. Tipple, Mayor

*Toni Rayala, City Clerk

STATE OF WISCONSIN)
)
COUNTY OF MARATHON

Personally came before me this _____ day of _____, 2015, the above named James E. Tipple, Mayor, and Toni Rayala, City Clerk, for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Wisconsin
My commission expires _____

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving city to donate approximately 4.2 acres of land in the Wausau Business Campus to TJ Lands Ltd.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 15-0112

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, the CITY established the Wausau Business Campus to encourage job growth, a strong tax base and the development of high quality commercial and industrial infrastructure;

WHEREAS, locally owned business, TJ Lands Ltd., d/b/a LB Medwaste, desires to expand their medical waste and document destruction business by obtaining 4.2 acres of land north of their existing parcel at 8550 Development Court (See Exhibit A);

WHEREAS, LB Medwaste will construct an additional 3,750 square foot building to meet the demands of their growing business;

WHEREAS, the Economic Development Committee has considered the matter and unanimously recommends the CITY donate approximately 4.2 acres to LB Medwaste; and

NOW THEREFORE BE IT RESOLVED by the Common Council of the CITY of Wausau that the CITY hereby approves this resolution to donate approximately 4.2 acres of land to LB Medwaste to construct a 3,750 square foot building in compliance with Wausau Business Campus Standard Deed Restrictions;

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to direct staff to execute any documents or reports related to the donation and closing of the property; and

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that LB Medwaste, shall pay all costs related to closing of the property;

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, November 20, 2014 at 4:30 p.m. in the 2nd Floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (Chair), Romey Wagner, Tom Neal (VC), David Oberbeck and Lisa Rasmussen

Others Present: MaryAnne Groat, Mayor Jim Tipple, Ann Werth, Anne Jacobson, Megan Lawrence, Jim Warsaw, Nan Giese, Brad Lenz, Mark Craig, Arden Emmerich, Aaron Kapellusch, Allen Wesolowski, Chuck Plier, Dawn Follendorf, Coleman Peiffer, Jake Maahs, Cory Thorson and Jeff Evenhouse

DISCUSSION AND POSSIBLE ACTION ON PROPOSED SALE OF BUSINESS CAMPUS LAND TO LB MEDWASTE

Neal motioned to sell the land to LB Medwaste for zero dollars with an assurance that no waste will be visible from the exterior. Wagner seconded and the motion carried unanimously 5-0.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the sale of approximately .65 acres of land to Highland Property West, LLP in the Business Campus at a price of \$8,125 and continue the option on the balance of 3.35 acres.

Committee Action: Approved 5-0

Fiscal Impact: \$8,125

File Number: 15-0113

Date Introduced: January 27, 2015

WHEREAS, the City originally established the Wausau Business Campus to encourage job growth and quality commercial infrastructure;

WHEREAS, Highland Property West, LLP was granted a three year option to purchase four acres of land north of their current facility (See Exhibit A) on February 25, 2014 at \$12,500 an acre payable in cash at closing;

WHEREAS, Highland Property West, LLP desires to expand their business at 8000 Highland Drive;

WHEREAS, Highland Property West, LLP will construct a 28,000 square foot addition to their present building;

WHEREAS, the Economic Development Committee has considered the matter and recommends the sale and option continuation be approved; and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby approves of this resolution to sell the land for a total price of \$8,125 to be paid in cash in full at closing by Highland Property West LLP and continue the option on the balance of the 3.35 acres;

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to direct staff to execute any documents or reports necessary to administer the sale and continue the option;

BE IT FURTHER RESOLVED that Highland Property West, LLP and Chuck Plier of Wausau Container Corporation and any representatives or purchasing agents thereof shall abide by all terms and conditions set forth in the Wausau Business Campus Zoning and Standard Deed Restrictions.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, November 20, 2014 at 4:30 p.m. in the 2nd Floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (Chair), Romey Wagner, Tom Neal (VC), David Oberbeck and Lisa Rasmussen

Others Present: MaryAnne Groat, Mayor Jim Tipple, Ann Werth, Anne Jacobson, Megan Lawrence, Jim Warsaw, Nan Giese, Brad Lenz, Mark Craig, Arden Emmerich, Aaron Kapellusch, Allen Wesolowski, Chuck Plier, Dawn Follendorf, Coleman Peiffer, Jake Maahs, Cory Thorson and Jeff Evenhouse

DISCUSSION AND POSSIBLE ACTION ON REQUEST BY WAUSAU CONTAINER TO EXERCISE THE OPTION TO PURCHASE LAND IN THE BUSINESS CAMPUS

Wagner motioned to accept the purchase option of .65 acres of land to Wausau Container at the purchase price of \$12,500 per acre. Rasmussen seconded and the motion carried unanimously 5-0.

Wausau Container
0.65 Acre Expansion Parcel
250 S. 80th Avenue
(part of) 291-2906-253-0967

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 25, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said SE $\frac{1}{4}$; thence North, along the East line of said SE $\frac{1}{4}$, 483.00 feet to the point of beginning;

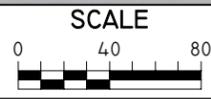
Thence continuing North, along said East line, 75.00 feet; thence West, parallel to the South line of said SE $\frac{1}{4}$, 380.00 feet; thence South, parallel with said East line, 75.00 feet; thence East, parallel with said South line, 380.00 feet to said East line, the point of beginning.

DRAWING FILE: P:\2500-2599\2582A-WAUSAU-CONTAINER\DWG\EXHIBITS\1728A-Design3A_11814.dwg LAYOUT: DESIGN #3 WETLAND EXHIBIT (2)
 PLOTTED: Nov 19, 2014, 9:09AM PLOTTED BY: JOSHUA P

REI Engineering, INC.
 4080 N. 20TH AVENUE
 WAUSAU, WISCONSIN 54401
 PHONE: 715.675.9784 FAX: 715.675.4060
 EMAIL: MAIL@REIENGINEERING.COM



REI CIVIL & ENVIRONMENTAL
 ENGINEERING, SURVEYING

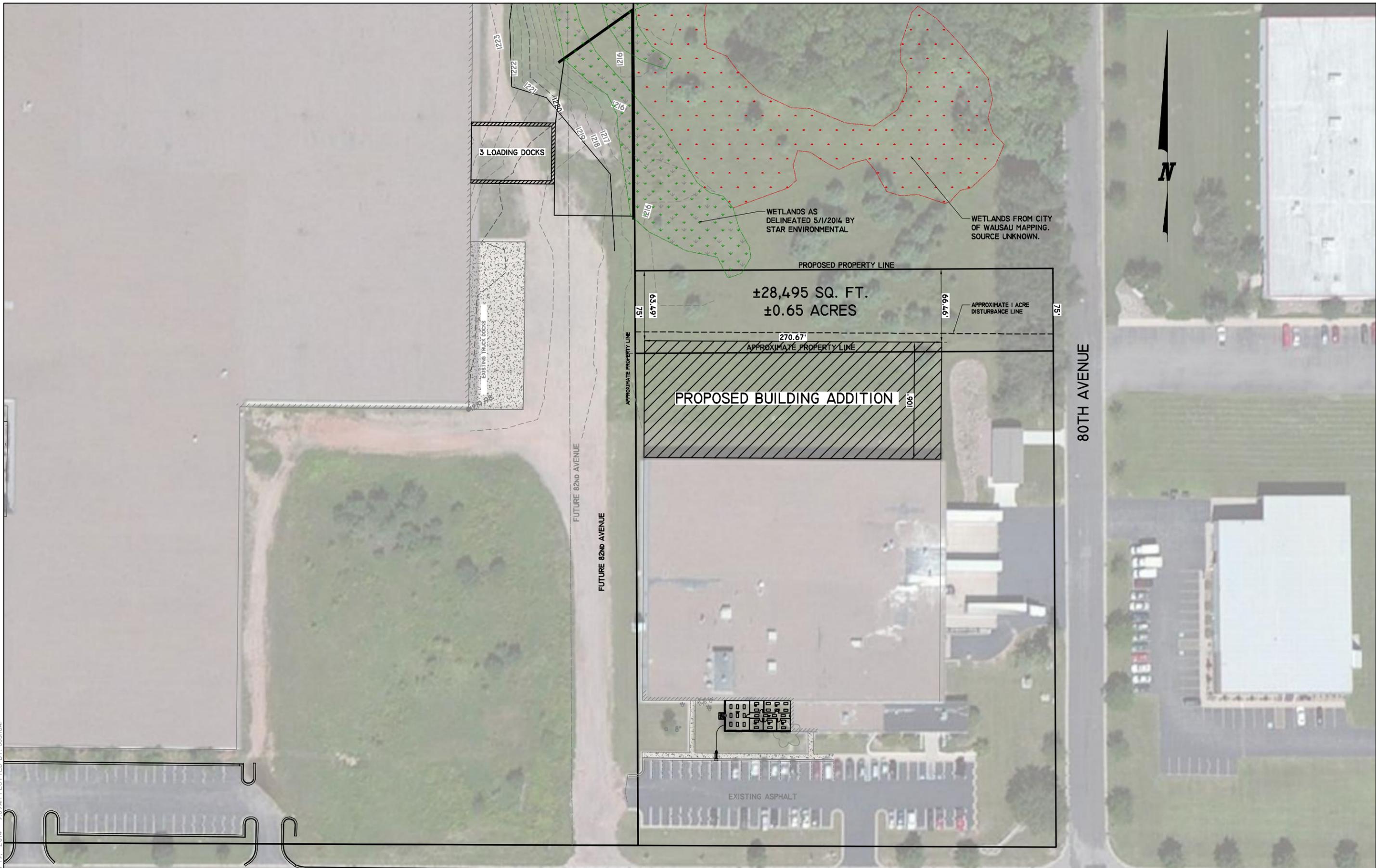


DATE	REVISION	BY	CHK'D

DESIGNED BY:	CHECKED BY:
SURVEYED BY: NAP	APPROVED BY:
DRAWN BY: DDD	DATE: 11/11/2014

2015 BUILDING EXPANSION
 WAUSAU CONTAINER
 8000 HIGHLAND DRIVE
 WAUSAU, WISCONSIN 54401

REI
 REI No. 2582
 SHEET 1 OF



3 LOADING DOCKS

EXISTING TRUCK DOCKS

FUTURE 82ND AVENUE

80TH AVENUE

PROPOSED BUILDING ADDITION

±28,495 SQ. FT.
 ±0.65 ACRES

WETLANDS AS
 DELINEATED 5/1/2014 BY
 STAR ENVIRONMENTAL

WETLANDS FROM CITY
 OF WAUSAU MAPPING.
 SOURCE UNKNOWN.

N

EXISTING ASPHALT

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the purchase of 525 McClellan Street

Committee Action: Approved 3-2

Fiscal Impact: \$39,500 acquisition costs

Approximately \$15,000 in demolition/parking lot expenses

File Number: 15-0116

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, the City of Wausau has an opportunity to acquire property at 525 McClellan Street which is currently in a state of disrepair and blighted; and

WHEREAS, this property, given its current condition, is not a likely candidate for renovation or restoration; and

WHEREAS, the city has a shortfall of employee parking and could use the site for such a purpose along with selling permits as a low cost parking solution for other central district employers as shown on the attached site map; and

WHEREAS, funding for the project which includes the purchase of \$39,500 and demolition and construction of \$50,000 would come from the Parking Fund 165 reserves on hand; and

WHEREAS, the Finance Committee has approved the acquisition and demolition of 525 McClellan Street for the reuse of this property; Now Therefore

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to direct staff to execute any documents or reports necessary to administer the acquisition, demolition and site preparation of the property located at 525 McClellan Street.

BE IT FURTHER RESOLVED that the Finance Director and proper City Officials are hereby authorized to modify the 2015 parking fund budget and publish the budget modification as follows:

Increase Parking Lot Capital Improvements	165-120998290	\$50,000
Increase Parking Land Acquisition	165-11620	\$39,500

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, December 9, 2014 @ 5:00 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Jacobson, Hite, Kujawa, Werth, Stratz, Wagner, Rasmussen, Gisselman, Mielke, Abitz, Goede, Phil Valitchka, Mark Goffin

Discussion and possible action on the purchase of 525 McClellan Street – Stratz

Tammy Stratz explained Marathon Savings has owned this property for many years and rented it out to a nonprofit for several years; however, due to its condition and the repairs required, they are looking to get it off their inventory. She stated they are offering it to the city for \$39,500; it is assessed at \$120,400. She indicated she walked through it and there are quite a few issues with the property that would have to be resolved to make it livable. This property is next to the municipal parking lots where all employees are currently parking and there are not enough stalls because the city no longer has the use of the Presbyterian Church parking lot across the street from City Hall. Acquisition of the property for additional parking would help alleviate that problem. She noted the building on the corner of 6th and McClellan is also a nonprofit and has had parking issues as well and may be interested in leasing some stalls.

Winters questioned where the money would come from for acquisition. Groat stated it could come from the Parking Fund if we use it for parking. She noted there have been a couple of businesses approach the city looking for less expensive employee parking. The IT Data Center pays for parking to the Unitarian Church which is also over parked, so we could charge them; we could charge ourselves for parking; and lease it out to other employers in the community for a revenue source.

Oberbeck commented he did not like to see more surface parking done because it creates holes within the city making it hard to maintain the fabric of an urban neighborhood. He did not feel it was the best use of land. Nutting questioned what the bank would do with it if we did not purchase it. Werth responded that there was another buyer lined up to use it as a rental. She noted a number of years ago the city approached the bank to purchase it because of parking in the area, but they wouldn't sell it at that time. Now it is vacant and available. Oberbeck felt it should be used for an infill project and not taken off the tax roll. He pointed out the mall ramps have available parking. Tipple commented we have a current need for parking for our employees and he didn't feel they should have to walk six blocks.

Motion by Nagle, second by Kellbach to approve the acquisition of 525 McClellan Street for \$39,500 from the Parking Fund. Motion carried 3-2.

Agenda Item No.

STAFF REPORT TO FINANCE COMMITTEE

AGENDA ITEM

Authorization to purchase 525 McClellan Street

BACKGROUND

Marathon Savings Bank owns 525 McClellan Street. This property has two buildings on the lot and is located between the corner group home property and the City of Wausau's parking lot on McClellan Street. Marathon Savings has owned this property for several years and had rented it out during that time. Recently they decided to sell it and had contacted the City to see if we would be interested in purchasing the property since it is in poor condition.

KEY ISSUES

- * The property is assessed at \$120,400
- * Both buildings are in need of rehabilitation to bring it up to code.
- * The current parking lot for the City of Wausau employees is tight. In an effort to provide additional parking for the YMCA, the city evacuated the parking spaces previously utilized in the Unitarian Church.

FINANCIAL IMPACT

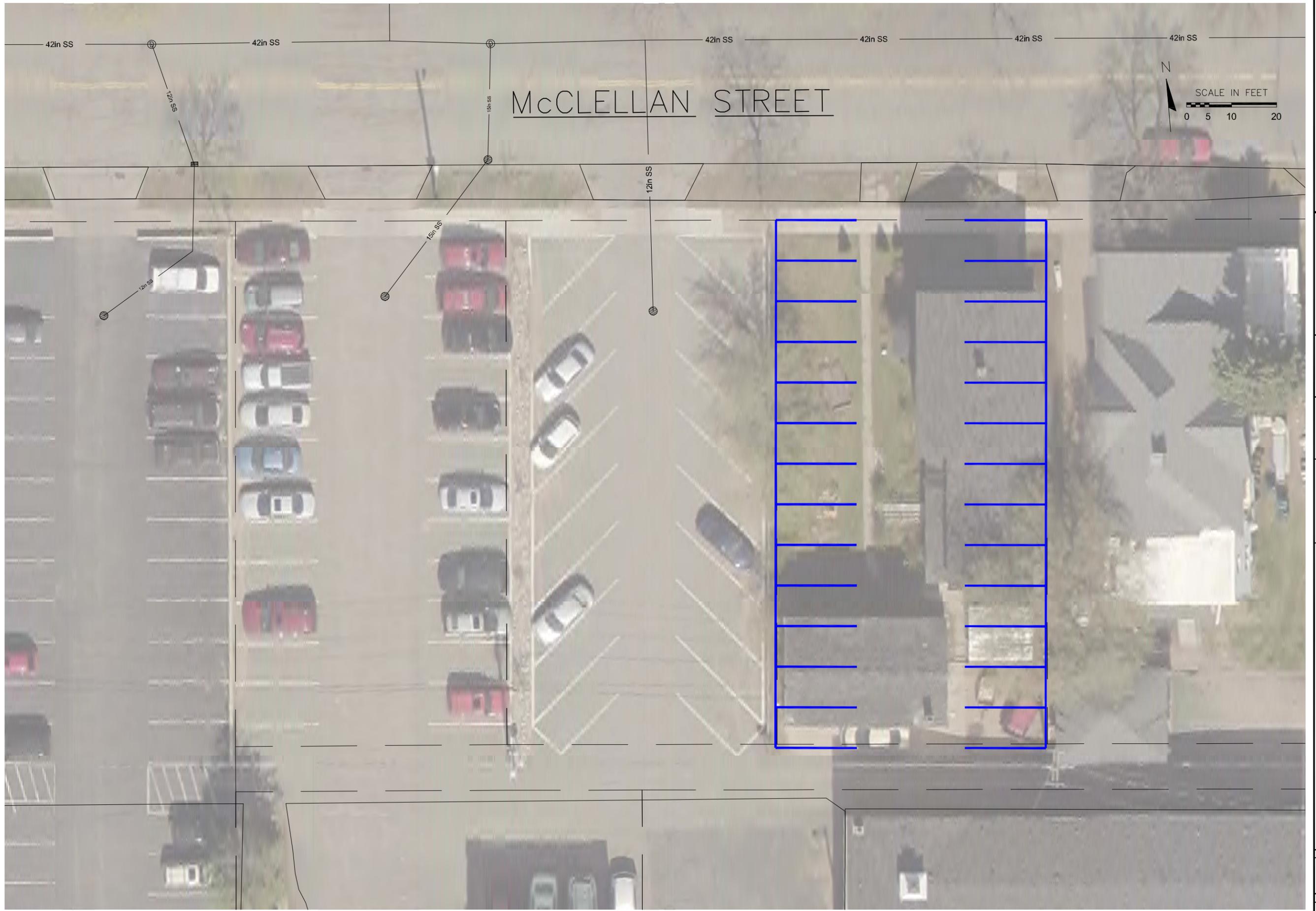
- * \$39,500 in acquisition costs
- * Approximately \$20,000 in demolition costs







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CITY OF WAUSAU
 Engineering Department
 407 GRANT STREET WAUSAU, WI 54403-4788
 (715) 261-6740 FAX (715) 261-6759

SURVEYED BY:
 FIELD BOOK NO. PG.
 DESIGNED BY: A.M.WESOLOWSKI
 DRAWN BY: P.R.NIKOLAI
 APPROVED BY: A.M.WESOLOWSKI
 POINT FILE:

REVISIONS
 P.R.NIKOLAI

DATE
 01/08/2015

ISSUED FOR
 PRELIMINARY
 REVIEW/APPROVAL
 BIDDING/CONST.
 REC. REF. DWG.
 OFFICE USE

OPTION 1
 PARKING EAST OF LOTS 10 & 11
 PLAN VIEW ONLY
 PROPOSED PARKING LOT LAYOUT

SHEET NO.
1
 OF 1 SHEETS
 FILE NUMBER
15-01-08

RESOLUTION OF THE FINANCE COMMITTEE

Amending the Procurement Policy

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 99-1104

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, your Finance Committee on November 25, 2014, discussed the establishment of a procurement policy for legal services and tabled the matter for further discussion; and

WHEREAS, the Finance Committee on December 9, 2014, recommended setting a threshold of \$25,000 per issue for legal services, at which point they would expect to be alerted before such expenses are incurred; and

WHEREAS, the Finance Committee has considered and recommends the revisions made to the Procurement Policy, last modified on 4/22/14, which are attached hereto and which relate to the centralization of the purchase of legal services;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the Procurement Policy which is attached hereto and incorporated herein by reference is hereby adopted as the Procurement Policy of the City of Wausau and that its administration and enforcement shall be done under the direction of the Mayor and department heads.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 25, 2014 @ 5:00 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hite, Kujawa, Erickson, Werth, M. Lawrence, Klein, Rayala, Wagner, Rasmussen, Neal, Mielke

Discussion and possible action on the establishment of a procurement policy for legal services

Jacobson proposed some amendments to the existing procurement policy, specifically on page four referring to a list of centralized purchases, adding the procurement of legal services to be coordinated by the City Attorney's Office. She explained this would not preclude anyone from obtaining outside legal services, but it would require them to do it in coordination and at the request of our office. This way we can know what the scope of representation is; we can identify conflicts easier; the basis for the cost of the service and we can engage the attorney. She noted this is the practice of other city attorney offices throughout the state. The other change on the same page was an exception would be made for attorney professional services and that an RFP would not be required unless it applied to a particular class of representation. She noted if there is a particular matter that will cost a substantial amount of money it would be brought to them in closed session for approval.

Oberbeck felt it would be good idea to have large expenditures brought back to Finance for review. Neal questioned, in the absence of an RFP, if there was some comparison of fee structures of potential firms that might be contracted for a particular project. Jacobson stated there were a number of factors that would go into a decision, such as the level of experience, area of expertise and their cost.

Jacobson stated they could exclude the HR Department from this as they have their own line item for legal service; some cities do and some do not. Hite indicated she would consult with the Attorney's Office and confer together on any outside services. Groat stated she spoke with the auditors and John Trautman approved of this change to the policy as well, as in his opinion, they should keep them in the line items that they belong in; if you put them in a central place you will have to reallocate them, which is not as efficient.

Winters suggested a sentence be added that: The City Attorney will consult with the Finance Committee before expenses anticipated to be more than a certain amount (to be determined by Jacobson).

Motion by Oberbeck, second by Nagle to table action of the policy to the December 9, 2014 meeting with the number to be added to the sentence suggested by Winters. Motion carried 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, December 9, 2014 @ 5:00 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Jacobson, Hite, Kujawa, Werth, Stratz, Wagner, Rasmussen, Gisselman, Mielke, Abitz, Goede, Phil Valitchka, Mark Goffin, Cory Thorson.

Discussion & possible action on a procurement policy for legal services – Jacobson

Jacobson summarized her research and noted with the exception of one or two opinions that totaled \$10,000, all were under that or under \$5,000. The only thing that would exceed \$10,000 would be tax litigation, which is the one area we significantly spend well over \$10,000 - \$20,000. Winters questioned the committee as to how big they felt a legal bill can get before the Finance Committee is alerted.

Motion by Nutting, second by Kellbach to set a \$25,000 threshold per issue for legal services. Motion carried 5-0.

CITY OF WAUSAU, WISCONSIN

PROCUREMENT POLICY

POLICY OBJECTIVE

The City of Wausau has adopted this procurement policy in order to provide City employees with uniform guidance in the purchase of supplies, equipment, services and property. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility and efficiency in departmental operations.

COVERAGE

This policy applies to the purchases of all departments and divisions of the City of Wausau. The provisions of Wisconsin Statutes s 62.15 and Wausau Municipal Code 12.08 apply to the procurement of public construction and take precedence over any portion of this policy that may conflict with that statute. Procurement activities for MetroRide are subject to the provisions of the Federal Transit Administration and take precedence over any portion of this policy which may conflict with their guidelines. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence.

GOALS

1. To encourage open and free competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. To ensure that all purchases are made in compliance with federal, state and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.
5. To assure proper approvals are secured prior to the purchase and disbursement of public funds.

ETHICAL STANDARDS

1. All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. Municipal Code 2.03 Code of Ethics for Public Officials and Employees provides general ethical standards and conduct expectations.
2. In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award.
4. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified contractors.
5. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.

7. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the Mayor, provided that the vendor provides similar programs to employees of other private entities.

GENERAL GUIDELINES

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of goods and services.

1. Procurements are classified into the following two major categories:
 - Purchasing Goods is defined as equipment, furnishings, supplies, materials and vehicles or other rolling stock. The rental, leasing of these items is also considered to fall within this category and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
 - Purchase of Services is classified into additional categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors who have goods or services available are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Finance Director and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the Common Council.
6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount or unit price, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.
7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Purchase Orders – Shall be issued for all purchases of goods and services in excess of \$5,000 unless such payment is authorized by a written contract or agreement.
9. Policy Review – This policy will be reviewed by the Finance Committee every two years or sooner at the discretion of the Common Council.

10. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, 407 Grant Street, Wausau WI 54403 but no later than five (5) working days following the City’s procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt of the written protest, the City Clerk will notify the City Attorney and Finance Director who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1)the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Finance Director the matter will be forwarded to the City of Wausau Finance Committee and the Common Council for the ultimate local disposition.

PURCHASE OF GOODS

1. Purchase of Goods under \$5,000 – may be made based on the best judgment of the department head or division director. However, it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.
2. Purchase of Goods \$5,000 to \$25,000 – requires department head approval PRIOR to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department **MUST** obtain (3) three written quotations, if possible. Quote summary, request for quote documentation and written quotes must be submitted to the Finance Department with the purchase order request. Purchase orders will not be processed without the proper documentation.
3. Purchase of Goods in excess of \$25,000 – a formal bid process is required.
 - a. Requests for such bids shall be formally noticed. All notices and solicitations of bids shall state the time and place of the bid opening.
 - b. All bids shall be submitted sealed to the City Official designated in the bid packet and shall have the bid name and date identified on the envelope.
 - c. All sealed bids shall be opened and recorded by the Board of Public Works. The department head shall be responsible for the preparation of all plans, bid specifications, notices and advertising. Prequalification of bidders may be done at the discretion of the department head. A tabulation of bids received shall be available for public inspection. The Board of Public Works shall have the authority to award the contract when the costs of the purchase have been included within the approved City budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule or regulation, shall be authorized separately by the Common Council. All bid documentation shall be placed on file with the City Clerk.
 - d. In general, the contract shall be awarded to the lowest priced responsible bid, taking into consideration the following factors: the qualities of the goods supplied, conformity with specifications, product compatibility, maintenance costs, vendor support and delivery terms. Written documentation or explanation shall be required if the contract is awarded to other than the lowest responsible bidder. This documentation will include a justification as to why it was in the City’s best interest to award the contract to other than the lowest responsible bidder.
4. Commodities \$5,000-\$50,000 – commodities subject volatile pricing such as fuel may through via written quotes. These purchases require department head approval prior to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department must obtain (3) written quotations, if possible. Quote summary, written quotes and any other available documentation must be submitted to the Finance Department with the purchase order request.
5. The department head shall administer the purchase.
6. The following items must be purchased using a centralized purchasing process:

- a. Copiers - coordinated by the CCITC.
- b. Computer hardware/software - coordinated by CCITC.
- c. Cellular telephone, telephones, security cameras and similar communication and technology equipment – coordinated by CCITC.
- d. Furniture – coordinated by Department of Public Works.
- e. Office Supplies – coordinated by the Finance Department.
- f. Janitorial Services – coordinated by Department of Public Works.
- g. Vehicles and other rolling Stock – coordinated by Department of Public Works.
- h. Facility Maintenance, Repair and Improvement – coordinated by Department of Public Works.
- h.i. [Procurement of Legal Services – coordinated by the City Attorney’s office.](#)

PURCHASE OF SERVICES

Whenever practical the purchase of services should be conducted based upon a competitive process:

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services is defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.
 - a) If it is estimated that the service being solicited has a total cost of over \$25,000 a formal Request for Proposal shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head. [A formal RFP will not be required to solicit legal services for representation in a specific matter, regardless of cost. The City Attorney will consult with the Finance Committee if it is anticipated that expenses \(fees and costs\)in excess of \\$25,000 for a single matter will be incurred. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy for professional services shall be followed.](#)
 - b) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
 - c) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
 - d) Requests for proposals shall be formally noticed. All notices and solicitations of proposals

shall state the time and place of the proposal opening.

- e) Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information, In addition the proposal should provide information about the City, scope of services requested and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
 - f) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.
 - g) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
 - h) Proposals shall be opened and recorded by the Board of Public Works. A tabulation of proposals received shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.
- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

SOLE SOURCE

Purchase of goods or services under \$25,000 may be made without competition when it is agreed in advance between the Department Head and Finance Director. 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, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 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.

BUDGET

All purchases shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for managing departmental spending to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

CONTRACT AUTHORIZATION

The Mayor is authorized to enter into contracts on behalf of the City of Wausau if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling when the costs of the same have been included in the approved City Budget.
2. Purchase of Services – The City may contract for the purchase of services without Council resolution when ALL of the following conditions have been met:
 - a) The funds for services are included in the approved City budget.
 - b) The procurement for services complies with the procurement policy.
 - c) The City Attorney has reviewed and approved the form of the contract.
 - d) The contract complies with other laws, resolutions and ordinances.

- e) The contract is for a period of one year or less, or the contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
- (a) Collective Bargaining Agreements – Any contract between the City of Wausau and any collective bargaining unit representing City employees.
 - (b) Real Estate Purchases – Contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser. Council approval is **not** required for commencement of foreclosure action to collect a loan or other debt owed to the City when the debtor has failed to cure any default in payment of the loan or other obligation.
 - (c) Leases – Contracts for lease of real estate where the City is either a proposed landlord or a proposed tenant exclusive of airport hangar, parking stall rentals and short term park facilities rentals.
 - (d) Easements and Land Use Restrictions – Contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property.
 - (e) Intergovernmental Contracts– Contracts between the City of Wausau and other local, state or federal governments or agencies except, cooperative purchasing agreements.
 - (f) Development Agreements – Contracts for the provision of infrastructure, financial assistance or other incentives by the City for the benefit of a developer or business venture.
 - (g) City Services – Contracts whereby the City of Wausau agrees to provide services to another party.
 - (h) Managed competition, outsourcing contracts – Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years and the contract will result in the elimination of positions and the layoff of personnel.
4. The common council delegates contract approval to the department level for the following:
- (a) Community Development Housing and Commercial Development Loans and Grants issued from grants and related program income.

Contracts shall be signed by the Mayor and counter-signed by the City Clerk, City Finance Director and City Attorney. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall approve the contract as to form and the City Clerk shall attest to the Mayor's signature. Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget.

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RESOLUTION OF FINANCE COMMITTEE

Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2015 through December 31, 2015

Committee Action: Pending

Fiscal Impact: Payment of \$16,860 from Everest Metro Police Department

File Number: 12-1214

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, the City of Schofield, Village of Weston and Town of Weston are parties to the Schofield/Weston Police Merger Agreement, executed October 4, 1993; and

WHEREAS, each jurisdiction has passed and is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Everest Metro Police Department (EMPD); and

WHEREAS, an agreement was entered into in 2014 between the City of Wausau and Everest Metropolitan Police Department for humane officer services; and

WHEREAS, the EMPD desires to again contract with the CITY for the provision of certain animal control services to the three jurisdictions within which it provides law enforcement; and

WHEREAS, the CITY is agreeable to rendering such services on the terms and conditions set forth in the attached agreement; and

WHEREAS, EMPD will administer the agreement upon authorization by the governing bodies of Weston and Schofield.

NOW THEREFORE, BE IT RESOLVED that the City of Wausau enter into an agreement for the contracting of such services to EMPD in substantial compliance with the material terms of the attached agreement for a term commencing January 1, 2015 and ending December 31, 2015.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute a contract for humane officer services with the Everest Metro Police Department.

Approved:

James E. Tipple, Mayor



Memorandum

From: Anne L. Jacobson, City Attorney
To: Finance Committee Members
Date: January 21, 2015
Re: Staff Analysis of Intergovernmental Humane Officer Services Agreement between City of Wausau and Everest Metropolitan Police Department

Purpose: To renew an agreement with Everest Metropolitan Police Department (EMPD) for humane officer services.

Facts: An agreement was entered into with EMPD in 2014 for humane officer services for a total of \$16,050. The 2015 agreement is proposing a cost to EMPD of \$16,860, an increase of \$810.

Recommendation: Approval of the agreement is recommended.

ALJ:lp

Enclosure

cc Mayor Tipple

**INTERGOVERNMENTAL HUMANE OFFICER
SERVICES AGREEMENT
BETWEEN THE CITY OF WAUSAU AND
EVEREST METROPOLITAN POLICE DEPARTMENT**

THIS AGREEMENT, entered into this 1st day of January, 2015, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY" and the Everest Metropolitan Police Department, hereinafter referred to as "EVEREST METRO";

WHEREAS, the CITY has appointed a Humane Officer certified pursuant to Wis. Stat. §173.05, who provides animal control services pursuant to Wis. Stat. Ch. 173 including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of stray animal population, restraint of dangerous animals, protecting persons from the dangers associated with animals at large, inhumane treatment of animals, and other related services; and

WHEREAS, EVEREST METRO is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within its territorial limits; and

WHEREAS, EVEREST METRO wishes to enter into an Agreement with the CITY for the providing of Humane Officer services as more fully hereinafter set forth; and

WHEREAS, CITY is agreeable to rendering such services on the terms and conditions as hereinafter enumerated; and

WHEREAS, the CITY and EVEREST METRO are authorized pursuant to Wis. Stat. §66.0301 to enter into this Agreement which proves a governmental function and/or service that each party is authorized to perform and in which the parties are mutually interested, such as police protection and public health and welfare.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF ANIMAL SERVICES. Subject to the provisions hereinafter contained in this Agreement, the CITY shall provide the following animal control services to EVEREST METRO:
 - a. Pick up stray dogs and other stray animals (except cats); impound animals or returning them to the owner; and issue citations as appropriate.
 - b. Investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119.
 - c. Provide those duties, investigations, abatement and exercise those powers related to animals as set forth in Wis. Stat. §§173.07, 173.09, 173.10, 173.11, and 173.13.

2. STAFFING. Humane Officer hours shall be on average 40 hours per week which said schedule shall be flexible. However, the Humane Officer or his/her designee shall still respond to those calls for services in the times set forth on Exhibit A.
3. PRIORITIZATION. Upon receiving a telephone call or other communication from an EVEREST METRO police officer, or from a designated municipal staff member from the City of Schofield or Village of Weston, related to those duties set forth in ¶1. a-c. above, such matter will be handled on a priority basis. The CITY reserves the right to prioritize responses according to the attached animal response prioritization set forth on Exhibit A attached hereto and incorporated herein.
4. COMMENCEMENT, TERM, AND TERMINATION. The term of this Agreement shall commence on January 1, 2015 (“Commencement Date”) and terminate on December 31, 2015 (“Termination Date”).
5. COMPENSATION. EVEREST METRO shall pay \$16,860 to the CITY for the services provided in this Agreement. Payment will be due no later than July 5, 2015 to the Treasurer of the CITY. The CITY agrees that all funds paid by EVEREST METRO pursuant to this Agreement will be used only to fulfill the terms of this Agreement.
6. HOLD HARMLESS/INDEMNIFICATION & INSURANCE.
 - a. The CITY shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the Humane Officer, the CITY’S agents and employees in the execution of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to EVEREST METRO with EVEREST METRO as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to EVEREST METRO. The CITY shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker’s Compensation Statutory Coverage
General Liability Insurance Coverage:

Bodily Injury – Per Person	\$ 500,000
– Per Occurrence	\$ 1,000,000
Property Damage – Per Occurrence	\$ 250,000
Comprehensive Auto Liability Including Non-Ownership Coverage	
Per Person	\$ 100,000
Per Occurrence	\$ 300,000
Property Damage	
Per Occurrence	\$ 50,000

b. Liability for any damages or bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way by the services of the CITY in this Agreement shall be assumed by the CITY which shall indemnify and hold harmless EVEREST METRO against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected to the activities provided to EVEREST METRO, including but not limited to, any acts or omissions of the Humane Officer, the CITY's employees, agent, representatives, and any other person doing business with the Humane Officer.

7. EVEREST METRO shall fully cooperate with the Humane Officer including but not limited to the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including rabies vaccination certificates, any history of the animal or the name and address of any possible victims of an animal bite or injury.
8. ANIMAL TREATMENT FEES. All animal care, impoundment, treatment, or disposal shall be the sole responsibility and at the direction of EVEREST METRO.
9. ENFORCEMENT. All citations issued by the Humane Officer within the jurisdiction of EVEREST METRO shall be prosecuted in the Schofield-Weston Municipal Court at EVEREST METRO's sole expense. However all forfeitures collected therefrom will be retained by EVEREST METRO's municipalities. EVEREST METRO shall be responsible for the payment of legal services for the prosecution of offenses occurring in EVEREST METRO'S jurisdiction.
10. NOTICES. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

CITY:

EVEREST METRO

City of Wausau
Attn: City Clerk
407 Grant Street
Wausau, WI 54403

Attn: Chief of Police
5303 Mesker Street
Weston, WI 54476

11. ASSIGNMENT. The parties acknowledge that the services provided herein are unique. Accordingly, neither party may assign their rights or delegate the duties or obligations under this Agreement.
12. AMENDMENTS. This Agreement contains the entire Agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein.

13. JURISDICTION. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Marathon County unless it is determined that such Court lacks jurisdiction. The parties expressly waive the right to bring such action in, or to remove such action to any other court whether state or federal, unless it is determined that the Circuit Court for Marathon County lacks jurisdiction. This Agreement shall be construed under the laws of the State of Wisconsin.

14. SEVERABILITY. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or void, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.

15. IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either party's sovereign immunity under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above and by so signing this Agreement, certify that they have been duly and properly authorized by their respective boards and councils to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

James E. Tipple, Mayor

Wally Sparks, Chief of Police

Toni Rayala, Clerk

Loren White, Chairman - Everest Metro
Joint Finance Committee

EXHIBIT A

Call Type	Response Level (Immediate/Delayed)
Animal cruelty or neglect	Delayed--respond within 24 hours.
Domestic animal at-large	Immediate if in traffic or threat to any person(s) or property. Delayed- Response within eight (8) hours.
Found or unwanted animals to be picked up	Delayed-Train Officers to handle outside normal hours, if unavailable or specialized recover and transportation needs are required it may be necessary outside normal hours to call-in animal control staff.
Animal sanitation complaints	Delayed-Response within 24 hours
At-large animal that is sick, injured or in danger	Immediate
Aggressive animal	Immediate
Barking dogs	Delayed
Other animal noise complaints	Delayed
Animal attacks on other animals or people	Immediate
Deceased animals that pose no risk to safety	Delayed-Response within 24 hours.
Deceased animals that pose a risk to safety	Delayed-Response within 24 hours.
Other Calls not set forth herein.	Response shall be at the discretion of the Humane Officer.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving bargaining agreement between the City of Wausau and Wausau Professional Police Association for January 1, 2015 – December 31, 2017

Committee Action: Approved 4-1

Fiscal Impact: Total: \$99,998 over 3 years

File Number: 02-1216

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, Representatives of the City of Wausau (hereafter referred to as “City”) and the Wausau Professional Police Association (hereafter referred to as the “Association”) have agreed to the provisions of a collective bargaining agreement encompassing the calendar years of 2015-2017, the summary of the agreement being attached, and

WHEREAS, your Human Resources Committee recommends the adoption of this agreement, and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Association, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a three-year agreement, encompassing the periods of January 1, 2015 through December 31, 2017 inclusive and retroactive, and

BE IT FURTHER RESOLVED, that the Mayor and other proper City officials are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provisions in the latest current agreement.

Approved:

James E. Tipple, Mayor

**Wausau Professional Police Association
Summary of Tentative Agreement, January 12, 2015**

Article	Agreement
Entire Agreement	Use of pronouns – Convert to gender neutral
Entire Agreement	Housekeeping - Eliminated outdated information. Example: If the CBA stated Effective January 1, 2013.....we deleted date references and outdated language. Article 14F repealed in entirety (40 hour payback).
3 – Nondiscrimination (New Article)	New article - acknowledge the shared responsibility between labor and management to provide a discriminatory free workplace.
11 – Hours/Shifts	Eliminate Kelly Days by removing language providing six additional days off per calendar year to special assignment officers. Established an administrative work day for officers being reasonably accommodated. Added Community Resource Officers to special assignments listing. Limits Canine Officer assigned to each shift to one.
14 - Overtime	Training time on off-duty time will be compensated as overtime. Lunches during training time will be considered off-duty and therefore will not be compensated as work time.
15 - Probation	Agreed to increase period of probationary extensions from 3 to 6 months.
17 – Premium Pay	A. <u>Shift Differential</u> : Increased shift differential from 1.0% to 1.5%for officers assigned to a shift that begins at or after 12:00 Noon.
19- Worker’s Compensation	Concurrent Family Medical Leave Act Certification for time away from work on worker’s compensation.
21 – Holidays	<u>Personal Holiday</u> : Language conversation from shifts to hours to eliminate ambiguity regarding 8 and 12 hour shifts.
22 – Vacations	Converted vacation accruals to “as earned” instead of annual allotment after the fact. Allows a second vacation pick if additional vacation will be accrued. Establishes vacation selection as a joint labor/management responsibility.
23 – Sick Leave	If sick leave is exhausted, provides for the use of vacation leave and/or personal holiday for Family Medical Leave Act (FMLA) certified sick time. Lists appropriate uses of sick leave. Just cause accountability for suspected sick leave abuse.

	<p>Allows officers with less than one year of service limited time off for family members if FMLA would have otherwise applied.</p> <p>Allows perfect attendance leave use in hourly increments and established a 48 hour limit on a PAL account.</p>
26 – Leave of Absence	Inserted language to facilitate reasonable accommodation instead of automatically granting a one year leave of absence.
34 – Duration of Agreement	Established a 3 year term of agreement.
Appendix A	<p>Salary Increases:</p> <p>Apr 2015 – 2%</p> <p>Apr 2016 – 2%</p> <p>Jan 2017 – 2%</p>
	The Safety Officer, SIU Officer, and SRO Officer (while engaged in the duties as SRO) positions shall receive an additional 5% per month over his/her monthly rate.

**Wausau Professional Police Association
Summary of Tentative Agreement, January 12, 2015**

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving bargaining agreement between the City of Wausau and Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC for January 1, 2015 – December 31, 2017

Committee Action: Approved 4-1

Fiscal Impact: Total: \$27,455 over 3 years

File Number: 02-1217

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, Representatives of the City of Wausau (hereafter referred to as “City”) and the Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC (hereafter referred to as the “Association”) have agreed to the provisions of a collective bargaining agreement encompassing the calendar years of 2015-2017, the summary of the agreement being attached, and

WHEREAS, your Human Resources Committee recommends the adoption of this agreement, and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Association, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a three-year agreement, encompassing the periods of January 1, 2015 through December 31, 2017 inclusive and retroactive, and

BE IT FURTHER RESOLVED, that the Mayor and other proper City officials are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provisions in the latest current agreement.

Approved:

James E. Tipple, Mayor

**Wausau Firefighter Association Local 45, IAFF, AFL-CIO and CLC
Summary of Tentative Agreement, January 12, 2015**

Article	Firefighter Association Agreement
Entire Agreement	Use of pronouns Convert to gender neutral
Entire Agreement	Change calendar days to business days
Entire Agreement	Remove references to Captain
2 – Bulletin Boards	Union owns and we allow space for one within our facility. If inappropriate material posted we notify Union and/or remove bulletin board.
6 – Fair Share Agreement	Increase Association’s administrative fee from \$24.00 to \$78.00 annually to cover the costs of dues transfer
7 – Discrimination	Reasonable accommodation for employees (supercedes 1995 Modified duty agreement) Actual Cost: 1 FF/Paramedic with a #50 lifting restriction. (August 15, 2014 – January 2, 2015)
13 - Workweek	C – Establishing a standard workweek for temporary duty employees D - 2 Work Day – Establishing a work day for modified duty employees G – Overtime – Allows 24 hours of comp time bank in lieu of overtime pay with a sunset at the end of 2015 (Cannot be taken if it will cause OT) G-3 – Reduces call-in pay from 4 to 2 hours for cancelled transports I – Compensates honor guard for City events when approved in advance by Chief
16 – Holidays	Add one personal holiday bringing the total to 2
18 – Sick Leave	F. Workers comp absences certified under FMLA G. Treats injured temporary duty employees the same as workers comp in terms of using sick leave and compensation.
19 – Leave of Absence	One year leave of absence only granted if the employee cannot be reasonably accommodated
33 – Duration	Term of Agreement 1/1/15 – 12/31/17
***Appendix A	Salary Increases: Apr 2015 – 2% Apr 2016 – 2% Jan 2017 – 2% Reduces EMS Team Leader from 3 to 1 and increases compensation from \$1200 to \$1600 Cost shifts 1% of medic premium (after 10 years) to critical care paramedic to provide an incentive. HAZ Mat compensable position reduction from 50 to 29

**Wausau Firefighter Association Local 45, IAFF, AFL-CIO and CLC
Summary of Tentative Agreement, January 12, 2015**

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

RESOLUTION OF THE PARK & RECREATION COMMITTEE

Amending The 400 Block Policy and Reservation Form regarding the classifications and lengths of rental periods and removing exemptions from rental fees

Committee Action: Approved 4-0

Fiscal Impact: Additional revenue of \$3,400.00

File Number: 95-0313

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, your Park and Recreation Committee, at their January 5, 2015 meeting, discussed and approved changing the classifications and lengths of rental periods and removing exemptions from rental fees for The 400 Block.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the revised The 400 Block Policy and Reservation Form, a copy of which is attached hereto and incorporated herein by reference, be adopted.

Approved:

James E. Tipple, Mayor

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: January 5, 2015 at 5:15pm Location: Board Room, City Hall

Members Present: Robert Mielke, David Nutting, Tom Neal, David Oberbeck (c)

Members Excused: Gary Gisselman

Others Present: William Duncanson–Director, Anne Jacobson – City Attorney, Ray Neupert – WSAU Radio, Jodi Luebbe - Secretary

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Oberbeck at 5:15pm. No public comments.

Revise 400 Block Fees – Discussion and Possible Action to Revise The 400 Block Fees by Changing the Classifications and Lengths of Rental Periods and Removing Exemptions from Rental Fees for The Block Itself

Duncanson said this item follows up on actions by this Committee to no longer waive the rental fees on the 400 Block for anybody. This isn't going to take away the waivers on existing support fees. Some recommendations from the Finance Director to the Finance Committee that will work well would be to reduce the number of event classifications from five to three and to change the rental period fees from by the hour or day to greater or less than four hours per day. From the existing rate structure Duncanson determined that City clerk staff is only charging for event time and not for occupancy time. He said any other facility rental by the Parks, Recreation and Forestry Department includes occupancy time from set-up to clean-up. The wording in the 400 Block rental rate form does say that they should apply all the time that The 400 Block is occupied by any event related activity. Committee members agreed that time should include setup through cleanup time. The third recommendation is to remove waivers for the rental fee for the 400 Block itself by striking the words "except for those organizations currently fee exempt on the 'City Services and Equipment Usage Fee Determination Schedule'" under the Block rental fees and deposits section of the 400 Block policy and reservation form. The fiscal impact estimated would be \$2,950 that would be additional revenue to the City although Duncanson figures that amount to be closer to \$3,400 if events are calculated by 'occupancy' time and not 'event' time. The overall event support from the City will still be significant. Questions were answered. **Motion** by Mielke, second by Nutting to adopt the 400 Block revised fees and making change to the policy. Motion **carried** by voice vote. Vote reflected as 4-0. Neal abstained from voting.

THE 400 BLOCK POLICY AND RESERVATION FORM

DEFINITION

Public park for the use and enjoyment of the public at all times.

BLOCK USAGE

- May be reserved through the City Clerk's Office for free events and activities of interest to the general public, keeping with accepted standards of behavior and content. Up to 25% of the space may be rented for private events.
- Hours - Event related activities on the block will be limited to the hours of 7:00 a.m., to 12:00 midnight.
- Camping - Overnight camping is prohibited on the block.
- Fires - Open fires are allowed by permit but are restricted to only liquid or gas fuel.
- Grilling - No grilling is allowed except for those special events granted waivers.
- Vehicles may not be driven or parked on the block without an approved special events permit.
- No vehicles may be driving across or parked on the fountain.
- Stakes – Any event that involves penetrating the grass area of the block may not occupy the site until all underground utilities potentially impacted have been marked by City personnel. Costs of marking underground utilities will be charged to the event organizer. Utility maps are available from the Clerk's Office to help plan events. Event operators are responsible for damages to the facilities.
- Decorations – Nothing may be used that punctures, abrades, leaves residue, removes finishes or discolors any surface of any City property. Decorations may be present within the permit time period.
- Vending and Advertising – No person shall sell or offer anything for sale or post or distribute bills or advertisements without the express written permission of the City.
- Tents – Tent delivery, erection and removal shall occur during the permit time period.

BLOCK COORDINATION AND SCHEDULING

Reservations will be made through the Clerk's Office. It is recommended you reserve the block early as it is a first come first serve basis. Reservations will not be taken for public class I events occurring more than 24 months away. Reservations for all other events may be made up to 12 months in advance. Event organizers may pay for their future year reservations in the year of the reservation, but must be paid prior to the event. Block use permits will not be issued until the fee is paid in full. Wausau Area Events and large annual events shall have the first right of refusal for reservation dates.

NOTE: Reservation of the block does not automatically permit an event. Approval process requires a special event application be completed and filed with the City Clerk and all conditions and requirements of the Special Event Policy, Municipal, State and Federal rules, regulations and guidelines must be followed prior to obtaining a permit.

BLOCK RENTAL FEES AND DEPOSITS

Fees for city services are established in the Special Events policy. Rental rates for the 400 block are as follows and shall apply all the time that The 400 Block is occupied by any event related activity, ~~except for those organizations currently fee exempt on the 'City Services and Equipment Usage Fee Determination Schedule.'~~

BLOCK RENTAL

~~Events sponsored by a commercial enterprise~~ ————— \$60 / hour or \$600 / day

~~Private event sponsored by a private group~~ ————— \$30 / hour or \$300 / day

~~Free event of wide interest – open to public~~ ————— \$10 / hour or \$100 / day

~~Admission event of wide interest – open to public~~ ————— \$30 / hour or \$300 / day
~~or sponsored by not for profit or club~~ —

~~Admission event of limited interest sponsored by~~ ————— \$60 / hour or \$600 / day
~~not for profit or club~~

Private event sponsored by a private group \$150/less than four hours per day
\$300/greater than four hours per day

Admission event \$150/less than four hours per day
\$300/greater than four hours per day

Free event – open to the public \$50/less than four hours per day
\$100/greater than four hours per day

SOUND, LIGHT AND ELECTRICAL

Sound and Light System

Rental Fee

Minimum \$125 / day

Includes daily setup and take down by City staff. Events requiring more than two hours of City staff time per day (as determined by the City) shall pay the hourly City staff fee for additional time beyond the initial 2 hours of staff time.

Light System

Rental Fee

\$60 / day

Includes daily activation and deactivation by City staff. Events requiring more than one hour of City staff time per day (as determined by the City) shall pay the hourly staff fee for additional time beyond the initial 1 hour of staff time.

Electrical System

Stage and Planter Pedestals

\$25 / event

Includes 8 planter receptacles and 2 stage receptacles. Each has 1-50 amp plug in and 2-20 amp circuits.

Portable Electrical Panels (Spider Box)

\$125 / panel / event

Each panel includes 6-20 amp and 1-30 amp 240v Circuits and set up and removal by City Staff.

Deposit – Sound, Light and /or Electrical Panels

\$500 / event

Payable to City Clerk at least three business days prior to the event.

EQUIPMENT

Equipment Rental Deposit (Water tank, trailer & water stand pipes)	\$ 50.00 / unit
Snow Fence 50' Roll including stakes and ties**	\$ 10.00 / roll
Portable Stage**	\$150.00 / each
Portable Stage Canopy**	\$ 75.00 / each
Barricades**	\$ 5.00 / each
Picnic Tables**	\$ 15.00 / each
Manual Post Pounder	\$ 25.00
Backflow Preventers	\$ 10.00 / each
Portable Bleachers	\$100.00 / each
Bleacher Planks	\$ 5.00 / each

**Set up, delivery and pick up of equipment are not included in the daily rental rates and will be charged per hourly rate based on actual time spent. Delivery and pickup needs to be scheduled at least two weeks in advance and will not always be available for all items.

LABOR

Operations and Maintenance Staff	Week Day	\$34.00 / hr / person
	Weekend & Evenings	\$54.00 / hr / person
Electrical Staff	Week Day	\$40.00 / hr / person
	Weekend & Evenings	\$54.00 / hr / person

Cancellation of Reservation: You may be entitled to a partial refund of your reservation fee if you have notified the City in writing of your intent to cancel the reservation at least 2 weeks prior to the reserved date. The City shall retain an administrative fee of the lesser of 25% or \$25 of the total fee paid. No reservation refunds shall be issued after the fact (i.e...events that never take place) or for late cancellations (within 2 weeks of the reserved date).

(See attached application)



THE 400 BLOCK RESERVATION FORM

(Submit this Application to the City of Wausau Clerk's Office)

Make checks payable to: City of Wausau

Amount Submitted: \$

Check #: #

Contact Person:

Is this an Yes

Annual Event? No

Organization's Name:

Organization's E-mail Address:

Address:

Work Phone #:

Home/Cell Phone #:

Event Dates:

Time of Event:

Set Up Dates:

Removal Dates:

Name of Event:

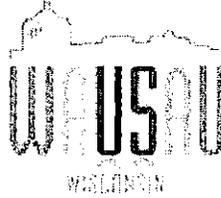
Reservation of the block does not automatically permit an event. Approval process requires a special event application be completed and filed with the City Clerk and all conditions and requirements of the Special Event Policy, Municipal, State and Federal rules, regulations and guidelines must be followed prior to obtaining a permit.

Please check mark the statement that most applies to your event.	#Hrs	#Days	Rental Fee
The event is sponsored by a commercial enterprise.			
The event is private (not open to the general public) and is sponsored by a private group.			
The event is free to the general public and is of wide interest to the general public.			
Admission is charged to this event which is of wide interest and open to the general public. The event is sponsored by not-for-profit or club.			
Admission is charged for this event which is of limited interest to the general public. The event is sponsored by not-for-profit or club.			

I agree to indemnify and save harmless the City of Wausau and Marathon County and their employees, elected and appointed officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of the Wausau property herein specified.

I have received a copy of the Block rental policy and Special Events Policy/Application and agree to abide by all rules and regulations formulated by the City of Wausau for use of the block; and to adhere to all specifications and limits contained in the state policies. I understand that inaccurate information or an unauthorized event is grounds for cancellation of any reservation granted to me and may jeopardize future reservations. I understand that reservation of The 400 Block does not authorize or permit the event to occur.

Signature _____ Date: _____



TO: FINANCE COMMITTEE MEMBERS
FROM: MARYANNE GROAT
DATE: SEPTEMBER 15, 2014

SUBJECT: MODIFY THE 400 BLOCK POLICY AS IT PERTAINS TO RENTAL FEES AND FEE EXEMPTION

The City of Wausau adopted the 400 Block policy that governs the use of the block and fees for services. This policy and reservation form provides that entities that receive room tax dollars from the city are exempt from paying rental fees. The parks department considered this issue at their last meeting and recommended eliminating rental fee exemptions.

Attached is an examination of the historical operating and maintenance expenses for the block for the years 2012, 2013 and 2014 and the rental fees paid for events in 2014 and what additional fees would be collected if the exemption was eliminated.

The block rental fee structure can be a challenge and staff currently uses discretion to calculate the fee based upon where an event best fits into the categories. To improve the process we would recommend modifying the block rental schedule to distinguish between free events, private events and admission events. In addition, elimination of an hourly rate in favor of two rate structures (less than 4 hours and greater than 4 hours) would improve administration.

Existing Block Rental

Events sponsored by a commercial enterprise	\$60 / hour or \$600 / day
Private event sponsored by a private group	\$30 / hour or \$300 / day
Free event of wide interest - open to the public	\$10 / hour or \$100 / day
Admission event of wide interest - open to public or sponsored by not-for-profit club	\$30 / hour or \$300 / day
Admission event of limited interest - sponsored by not-for-profit club	\$60 / hour or \$600 / day

Proposed Block Rental

Private event sponsored by a private group	\$150 / less than four hours per day \$300 / greater than four hours per
Admission event	\$150 / less than four hours per day \$300 / greater than four hours pe
Free event - open to the public	\$50 / less than four hours per day \$100 / greater than four hours per

The impact of the fee structure change is presented on the second revenue analysis titled – 2014 Revised Rate Structure.

PARKS DEPARTMENT - 400 BLOCK EXPENSES

	2013			2012		
	Total	Payroll	Vendor Payments	Total	Payroll	Vendor Payments
322 Construction	3,536.00		3,536.00	4,389.90	624.91	3,764.99
335 General Maintenance	32,660.10	18,103.23	14,556.87	32,170.78	26,494.28	5,676.50
340 Outdoor Ice	6,037.91	6,037.91	-	8,049.34	8,145.73	(96.39)
350 Mowing	981.27	981.27	-	1,292.22	1,292.22	
360 Planning and Development	-	-	-	758.82	758.82	
385 Park Rentals	5,547.54	5,547.54	-	2,705.48	2,955.48	(250.00)
393 Snow Removal	428.95	428.95	-	152.05	152.05	
400 Special Events	429.45	429.45	-	5,854.78	5,854.78	
448 General Tree Maintenance				60.19	60.19	
449 Tree Planting				220.99	46.33	174.66
450 Tree Removal				31.68	31.68	
455 Tree Trimming				170.00	170.00	
Fountain	15,660.00		15,660.00	28,517.87		28,517.87
Total	65,281.22	31,528.35	33,752.87	84,374.10	46,586.47	37,787.63
Daily Costs	178.85					
Days	76.00					
	13,592.60					

400 BLOCK RENTALS
2014 Existing Rate Structure - Elimination of Exemptions

DATE	EVENT	ORGANIZER	DAYS	HOURS	400 BLOCK RENTAL FEE	SOUND AND LIGHT SYSTEM	LIGHT SYSTEM	ELECTRICAL SYSTEM	PORTABLE ELECTRICAL PANEL						
January	Games	Badger State Games	1	3	30										
February	Winterfest	Wausau Events	1	AD	100										
March															
April															
May	Flag Raising Ceremony	Marathon County Law Enforc	1	2	20										
	Ribbon Cutting	Sports and Spine	1	2	20										
	Concert	DC Everest Band	1	AD	100										
	Frontierfest	Wausau Events	1	6	60	250	60	25	250						
June	Torch Run	Special Olympics	1	3	30										
	Caribbean Market	Good News	1	4	40										
	Car Show	Wausau Events	1	6	60										
	World Wide Knit in Public Day	Private	1	3	30										
	Event for Equality	Private	1	AD	100	125		25	125						
	Flag Day Ceremony	Wausau Elks Club	1	2	20										
	Concerts on The Square	Wausau Events	2	2	40		120	50	500						
	Farmers Market	Wausau Events	2	AD	200			25	1,000						
	Screen on the Green	Wausau Events	1	6	60		60	25	250						
	Wedding	Private	1	3	90										
	Church Services	St Pauls UCC	3	3	60										
July	Concerts on The Square	Wausau Events	5	2	100		300	125	1,250						
	Farmers Market	Wausau Events	5	AD	500			50	2,500						
	Concert	Wausau Concert Band	2	3	60										
	Chalkfest	Wausau Events	2	AD	200										
	Church Services	St Pauls UCC	4	2	80										
	Fun 4 Kidz	Private	1	3	30										
	Birthday Party	Private	1	7	210	125			125						
	Discover Dance	Wausau Dance Academy	1	3	30										
	Screen on the Green	Wausau Events	1	6	60		60	25	250						
	Symphonic Rock	MCT	1	AD	100	125									
August	Church Services	St Pauls UCC	5	2	100										
	Race	Susan G Komen for the Cure	2	AD	600										
	Concerts on The Square	Wausau Events	3	2	50		180	75	750						
	Farmers Market	Wausau Events	4	AD	400			25	2,000						
	Christian Band	Mt of the Lord Lutheran Chur	1	6	60			25							
	Rock the Block	Wausau Events	1	5	50	250	60	25	250						
	Concert	Wausau Chamber of Commer	1	8	80										
	Screen on the Green	Wausau Events	1	6	60		60	25	250						
September	Farmers Market	Wausau Events	3	AD	300				1,500						
	Wausau Festival of Arts	Festival of Arts	3	AD	300										
	Gospel Service	Athens Mennonite Church	1	2	20										
	Bean Bag Tournament	Private	1	5	150										
	Concert	Wave Education Fund	1	4	40			25							
	Rally	American Values	1	4	40										
	Youth Event	Area Churches	1	8	80										
October	Walk/Run	American Diabetes	1	3	30										
	Harvest Fest	Wausau Events	1	AD	100										
November															
December	Holiday Parade		1	3	30										
	Current Collections		76	\$	3,250	\$	2,550	\$	375	\$	-	\$	75	\$	250
	Current Exemption - Wausau Events				14,995		2,370		500		900		475		10,750
	Total				\$ 18,245	\$	4,920	\$	875	\$	900	\$	550	\$	11,000

400 BLOCK RENTALS
2014 Revised Rate Structure - Elimination of Exemptions

DATE	EVENT	ORGANIZER	DAYS	HOURS	400 BLOCK RENTAL FEE	SOUND AND LIGHT SYSTEM	LIGHT SYSTEM	ELECTRICAL SYSTEM	PORTABLE ELECTRICAL PANEL						
January	Games	Badger State Games	1	3	50										
February	Winterfest	Wausau Events	1	AD	100										
March															
April															
May	Flag Raising Ceremony	Marathon County Law Enforc	1	2	50										
	Ribbon Cutting	Sports and Spine	1	2	50										
	Concert	DC Everest Band	1	AD	100										
	Frontierfest	Wausau Events	1	6	100	250	60	25	250						
June	Torch Run	Special Olympics	1	3	50										
	Caribbean Market	Good News	1	4	50										
	Car Show	Wausau Events	1	6	100										
	World Wide Knit in Public Day	Private	1	3	50										
	Event for Equality	Private	1	AD	100	125		25	125						
	Flag Day Ceremony	Wausau Elks Club	1	2	50										
	Concerts on The Square	Wausau Events	2	2	100		120	50	500						
	Farmers Market	Wausau Events	2	AD	200			25	1,000						
	Screen on the Green	Wausau Events	1	6	100		60	25	250						
	Wedding	Private	1	3	150										
	Church Services	St Pauls UCC	3	3	150										
July	Concerts on The Square	Wausau Events	5	2	250		300	125	1,250						
	Farmers Market	Wausau Events	5	AD	500			50	2,500						
	Concert	Wausau Concert Band	2	3	100										
	Chalkfest	Wausau Events	2	AD	200										
	Church Services	St Pauls UCC	4	2	200										
	Fun 4 Kidz	Private	1	3	50										
	Birthday Party	Private	1	7	300	125			125						
	Discover Dance	Wausau Dance Academy	1	3	50										
	Screen on the Green	Wausau Events	1	6	100		60	25	250						
	Symphonic Rock	MCT	1	AD	100	125									
August	Church Services	St Pauls UCC	5	2	250										
	Race	Susan G Komen for the Cure	2	AD	200										
	Concerts on The Square	Wausau Events	3	2	150		180	75	750						
	Farmers Market	Wausau Events	4	AD	400			25	2,000						
	Christian Band	Mt of the Lord Lutheran Chur	1	6	100			25							
	Rock the Block	Wausau Events	1	5	100	250	60	25	250						
	Concert	Wausau Chamber of Commer	1	8	100										
	Screen on the Green	Wausau Events	1	6	100		60	25	250						
September	Farmers Market	Wausau Events	3	AD	300				1,500						
	Wausau Festival of Arts	Festival of Arts	3	AD	300										
	Gospel Service	Athens Mennonite Church	1	2	50										
	Bean Bag Tournament	Private	1	5	300										
	Concert	Wave Education Fund	1	4	50			25							
	Rally	American Values	1	4	50										
	Youth Event	Area Churches	1	8	100										
October	Walk/Run	American Diabetes	1	3	50										
	Harvest Fest	Wausau Events	1	AD	100										
November															
December	Holiday Parade		1	3	50										
	Current Collections		76	\$	3,900	\$	3,200	\$	375	\$	-	\$	75	\$	250
	Current Exemption - Wausau Events				15,575		2,950		500		900		475		10,750
	Total				\$ 19,475	\$	6,150	\$	875	\$	900	\$	550	\$	11,000

ORDINANCE OF THE COMMON COUNCIL			
Amending Chapter 2.05 Director of Administration-Public Works and Utilities			
Committee Action:		Ordinance Number:	
Fiscal Impact:	None		
File Number:	04-1214	Date Introduced:	January 27, 2015

The Common Council of the City of Wausau do ordain as follows:

Add ()
Delete (——)

Section 1. That Chapter 2.05 Director of Administration-Public Works and Utilities, is hereby amended to read as follows:

Chapter 2.05

DIRECTOR OF ADMINISTRATION-PUBLIC WORKS AND UTILITIES

Sections:

2.05.010 Creation of the position of director of ~~administration~~-public works and utilities, and appointment.

2.05.010 Creation of the position of director of public works and utilities, and appointment.
The position of director of public works and utilities is hereby created; this position shall be responsible for carrying out the mission of the city as it applies to the department of public works and Wausau Water Works, and for administering the policies that further this mission; this person shall be the overall supervisor, director, and coordinator of all of the job duties and projects within the two departments, and the job descriptions of the utility director and the director of public works shall provide the general guides within which the director of public works and utilities will operate; ~~this position shall have a pay grade within the nonrepresented management and professional pay matrix of 28; and the position of director of public works shall remain as a job description, however, it shall at this time, remain unfilled;~~ the director of public works and utilities shall establish and maintain job descriptions and position flow charts within the two departments under the control of the director of public works and utilities; all of the duties of the utility director and of the director of public works and all of the boards and commissions that those positions sit on, specifically including, but not limited to, the board of public works and plan commission, shall be discharged and filled by the director of public works and utilities; the position shall be filled by appointment of the mayor, subject to confirmation by a majority vote of the entire membership of the common council. The position is an “at will” position This appointed officer serves at the pleasure of the council and may be removed by that body, at pleasure, pursuant to s. 17.12, Wis. Stats.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

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

CONFIRMATION OF MAYOR'S APPOINTMENT

To the position of Director of Public Works and Utilities

File Number: 15-0103

Date Introduced: January 27, 2015

RESOLUTION

WHEREAS, the Director of Public Works and Utilities has been vacant since June 2014, and

WHEREAS, pursuant to Chapter 2.05.010, Mayor Tipple has appointed Joy Keniston-Longerie to the position of Director of Public Works and Utilities, effective February 16, 2015,

NOW, THEREFORE, BE IT RESOLVED BY THE Common Council of the City of Wausau that Joy Keniston-Longerie is hereby confirmed to the position of Director of Public Works and Utilities effective February 16, 2015, and shall serve at the pleasure of the Common Council.

Approved:

James E. Tipple, Mayor

JOY KENISTON-LONGRIE, PE, REHS, RS, MPH

3402 North 36th Street • Tacoma, Washington 98407

(253) 752-2583 • jkenistonL@aol.com

ENGINEERING, PROJECT MANAGEMENT, INTERAGENCY COORDINATION & ENVIRONMENTAL PERMITTING

Visionary leader and innovator, with a successful 20+ year record of managing complex high profile projects, programs, divisions, and initiatives for entities ranging from private sector organizations to major municipal agencies. Effectively manage divisions encompassing 150+ employees and multi-million dollar budgets. Excellent communicator and liaison, known for building collaborative relationships and partnerships. Continuously recognized throughout career for delivering high quality projects on-time, in-budget while protecting/enhancing the environment, streamlining organizations, improving program efficiency, and reducing operating costs. Specialized expertise in the areas of watershed stewardship, asset management, capital improvement projects, environmental programs, policies, protection, and compliance. Key strengths include:

Project, Program & Divisional Management • Cross Functional Team Leadership • Budget & Contract Management * Policy Development & Implementation • Scientific & Data Analysis • Capital Planning & Project Management *Regulatory Compliance • Contract Management • Change Management • Environmental Permitting • SEPA/NEPA *Departmental Training • Environmental Health & Safety Consulting & Advising

PUBLIC SECTOR EXPERIENCE

SEATTLE PUBLIC UTILITIES (SPU), Various Roles, Seattle, Washington • 2001-2011

A public utility agency of the city of Seattle, Washington, providing watershed management via water, sewer, drainage, and solid waste services for 1.3 million people in King County, Washington.

Environmental Permitting & Interagency Coordination (2009-2011)

Director, Major Interagency Projects (2004-2009)

Director, Wastewater, Stormwater & Solid Waste Engineering (2001-2004)

Managed up to 65 direct reports and 200+ matrixed employees. Represented SPU on interagency teams developing numerous mega-transportation projects (e.g. Alaskan Way Viaduct/Seawall Replacement Program, Sound Transit, Mercer). Provided technical leadership, guidance, and expertise toward the development and implementation of local, state, and federal environmental health and safety laws and statutes (e.g. Clean Water Act, Safe Drinking Water Act, NEPA/SEPA). Managed and administrated capital and operating budgets and contracts. Ensured project delivery and environmental compliance. Advised various SPU management groups, executives, and Seattle City Council on environmental policies, asset management analysis, options, and emerging issues. Represented SPU at City of Seattle's Emergency Operations Center regarding emergency management incidents and disasters. Federal liaison for the City of Seattle on federal environmental permitting issues. Advocate, model and implement compliance with environmental, health & safety regulations.

SELECT ACCOMPLISHMENTS

- Consistently ensured capital projects met key budget, timeline, and environmental compliance deliverables
 - Lead life-cycle analysis for the utilities (electrical, water, wastewater, storm water & solid waste) for multiple complex mega-transportation projects proposed in Seattle
 - Environmental Responsible Official & agency representative on inter-agency teams: analyzed hundreds of projects for climate change impacts, including sea-level rise, changing precipitation patterns & greenhouse gas emissions.
 - Established national model for environmental partnerships and permitting by implementing collaborative approach to federal permitting requirements resulting in avoiding \$10M+ in costs and reduced average permit review cycle from 800+ days to 60-180 days. Lead interagency regulatory review team which effectively reviewed 200+ public works projects worth \$100B+.
 - Advised executive management on environmental policy issues, led change management and developed/implemented innovative new environmental programs.
 - Facilitated passage of 8 stand alone bills by Congress and signed by the President of the U.S. in order to continue the implementation of Water Resource Development Act (WRDA) Section 214.
 - World Class Award for Seattle Public Utilities for Innovation & Environmental Protection; Mayoral Commendation; Coined by U.S. Army Corps of Engineers for "Innovation & Collaboration" between federal agencies & City.
-

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES, Olympia, Washington • 1997-2001, *State government department dedicated to educating and preserving Washington's natural resources, managing over 5 million acres of forest, range, agricultural, aquatic, and commercial lands.*

Director, Resource Planning & Asset Management

Managed division of 165 staff. Administered \$100M+ annual capital and \$25M operating budgets and contracts. Led diverse team implementing Asset Management; State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA), Science and Economics, Property Management; Land Transactions and Land Surveys. Managed all fiduciary aspects of public trust for upland and aquatic lands. Ensured compliance with Habitat Conservation Plan for over 5 million acres of public trust lands. Supported and staffed Washington State Board of National Resources. Managed various innovative capital, operational, and programmatic initiatives. Advocate, model and implement compliance with environmental, health & safety regulations.

SELECT ACCOMPLISHMENTS

- Instrumental in establishing and improving first and largest upland habitat conservation plan in the nation and the largest in the state (over 5 million acres).
- Developed & implemented a variety of watershed management strategies based on risk/benefit analysis.
- Identified and implemented over \$8M in annual operational savings.
- Created and introduced environmental performance tracking and compliance system.
- Expertly analyzed, commented on, and prepared testimony for over 400 proposed legislative bills per session.

METRO-KING COUNTY DEPARTMENT OF NATURAL RESOURCES, Seattle, Washington • 1994-1996: *Oversees regional parks and protects the region's water, air, land and natural habitats.*

Environmental Programs Manager, Water Pollution Control Department

Managed 125 staff. Administered \$200M+ annual capital and \$25M operating budgets and contracts. Led team implementing Water Resource Management; Wastewater Capital Planning; Biosolids; Industrial Waste Management; Local Hazardous Waste Management; Technical Reports & Publications; and Communications. Ensured Agency compliance with NPDES regulations. Advocate, model and implement compliance with environmental, health & safety regulations. Chaired and/or served on multiple Interagency Coordination Committees. Supported and staffed Metropolitan King County Regional Council Sub-Committees.

SELECT ACCOMPLISHMENTS

- Obtained Metro-King Regional Council and full council approval of Regional Wastewater Services Plan.
- Facilitated smooth transition at all levels following voter approved merger between METRO and King County.
- Generated \$15M+ in operational program savings through budget management and efficiencies.
- Launched EnviroStars incentive program for voluntary environmental compliance
- Received numerous local, state, federal, and private industry awards.

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT, Various Roles, Tacoma, Washington • 1983-1994

Department enhances environmental and community health through innovative programs.

Assistant Environmental Health Director (1988-1994) • Program Coordinator (1985-1988)

Senior Environmental Health Specialist (1984-1985) • Environmental Health Specialist (1983-1984)

Assisted Director in managing 100 employees across 5 divisions (Drinking Water, Solid Waste, Land Use Development/Wastewater, Food, Community Health, Safety & Injury Prevention). Administered \$500K annual capital and \$12M operating budgets. Developed policies and procedures for program implementation and training. Reviewed engineer designs, conducted site assessments and field inspections for on-site wastewater, drinking water, stormwater, and land use activities. Coordinated various programs (wastewater, solid waste, community health and safety, etc.) and ensured regulatory compliance. Investigated communicable disease outbreaks (e.g. food, water, air). Served as media spokesperson during emergency public health outbreaks.

SELECT ACCOMPLISHMENTS

- Effectively managed multiple major public health emergencies including the largest food borne illness outbreak in the state (1993 Jack in the Box E coli outbreak event).
- Automated billing, license, inspection, and reporting systems increasing revenue by 800%
- Improved regulatory tracking, training, and compliance for all environmental health programs by over 200%.
- Received several national awards for outstanding environmental leadership and performance.

PRIVATE SECTOR ROLES

ENVIRONMENTAL & OCCUPATIONAL RISK MANAGEMENT, *Senior Environmental Health & Safety Consultant*; Seattle-Tacoma Office, 2000-2001. EORM is a strategic Environmental, Health Safety and Sustainability management consulting firm which creates highly effective solutions that minimize risk, reduce operating costs, and leverage our client's competitive advantage.

- Managed, implemented & monitored complex industrial hygiene programs
- Understand of health and safety regulatory requirements; conducted regulatory compliance audits
- Conducted accident investigations and created follow up responses
- Performed EHS inspections & assessments such IH, PPE, and machine guarding
- Created/maintained/implemented hazard communication/chemical safety programs
- Created and delivered health and safety training (English & Spanish)
- Expertise and experience in EHS regulatory compliance; EHS Auditing EHS Program Development
- Process Hazard Analysis, Process Safety Management

PUBLIC HEALTH INTERNATIONAL, Nicaragua, Central America
Senior Environmental Health Consultant

CAMP DRESSER & McKEE – USAID, Ecuador, South America
Senior Environmental Health Consultant

INTERNATIONAL RESCUE COMMITTEE,
UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES, Honduras, Central America
Senior Environmental Health Consultant

NORTHWEST RURAL OPPORTUNITIES, Washington
Migrant Worker Advocate

EDUCATION

Master of Public Health, Environmental Public Health Management
Bachelor of Science, Environmental Health; Bachelor of Arts, Spanish
University of Washington, Seattle, Washington

ADDITIONAL TRAINING & LICENSURE

Professional Engineer (PE) Environmental Engineer
Registered Sanitarian (RS), Washington State Board of Registered Sanitarians
Environmental Health Specialist, (REHS) National Environmental Health Association
National Incident Command Management Training, National Fire Academy, Emmetsburg, Maryland
Incident Command Training, ICS Training Levels 100-700, Seattle, Washington
Hazardous Waste Operations & Emergency Response, Seattle, Washington
School of Professional Engineers (PE) Review Course
Certified Ski Instructor of America & Licensed Zumba Fitness Instructor

PUBLICATIONS

Numerous Scholarly Publications (detailed list on request)

CURRENT PROFESSIONAL AFFILIATIONS

American Public Works Association (1992-Present); Washington State Board of Registered Sanitarians (1983-Present); National Environmental Health Association (1982-Present); Pacific Northwest Waterways Association (2003-Present)

National Association of Flood & Stormwater Management Association (2004-Present); Certified Professional Ski Instructors of America (1977-Present); Certified Zumba Instructor (2013-present)

LANGUAGES

English, Spanish
