



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

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

Meeting of: **JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEES**
 Date/Time: **Monday, March 24, 2014 at 5:15 PM**
 Location: **City Hall, 2nd Floor Board Room**
 Finance Members: Bill Nagle (C), Jim Brezinski, Dave Nutting, David Oberbeck and Keene Winters
 ED Members: Jim Brezinski(C), Romey Wagner, Bill Nagle, David Oberbeck and Lisa Rasmussen

AGENDA ITEMS FOR CONSIDERATION/ACTION

- ED ONLY 1 Discussion and possible action on the Thomas Street Corridor Master plan.
- JOINT 2 Consider Negotiations with CBL & Associates Properties, Inc. regarding tenant redevelopment and replacement plans.
- JOINT 3 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Negotiations with CBL & Associates Properties, Inc., regarding tenant redevelopment and replacement plans).
- 4 **RECONVENE** into open session to take action on closed session item, if necessary.
- JOINT 5 Discussion and possible action on the Highway 52 Parkway/Stewart Improvements.
Adjournment (ED Committee)

FINANCE ONLY ITEMS

- 6 Approve 2014 Budget Modification - Carry Over 2013 General Fund.
- 7 Discussion of past and current fuel purchases and fuel purchase policies for city vehicles.
- 8 Consider Procurement Policy
- 9 Report: 2014 Pet License Activity
- 10 Authorize the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records.
- 11 Consider Sole Source Purchasing and Budget Modification for the Purchase of 16 portable radios and ancillary equipment for the Fire Department \$47,098.
- 12 Consider adoption of contract for non-dog strays with Humane Society of Marathon County April 1, 2014 through December 31, 2014 and related budget modification.
- 13 Consider and approve amendment to the Regional Animal Control Services Contract between the City of Wausau and Everest Metro Police Department to add to the scope of work the provision of services for non-dog strays.
- 14 Consider request to terminate United Health Group parking lease.
- 15 Authorizing renewal of parking lot lease. (3rd & Grant Street - Colonial Property 4, LLC)
Adjournment (Finance Committee)

Bill Nagle, Finance Chair Jim Brezinski, ED Chair

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

This notice was posted at City Hall and emailed to the Wausau Daily Herald newsroom on 03/21/14 at 2:00 pm.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Other Distribution: Media, (Alderspersons: Gisselman, Kellbach, Abitz, Mielke), *Tipple, *Jacobson, *Groat, *Loy, Rayala, Department Heads, M. Lawrence,

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. The department head shall administer the purchase.
5. 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.

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.
 1. Professional services under \$25,000. It is the department heads responsibility to evaluate the professional service requirements, the complexities of the project and select a qualified vendor to provide the services for the most economical price. Proposals or quotes are highly recommended. Sole source purchasing guidelines must be adhered to. Purchase orders must be completed for services for over \$5,000.
 2. 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) 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.
 - b) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
 - c) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
 - d) Information to be requested of the proposer should include : Number of years the proposing company has been in business, company's experience in the area of desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff that will be 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 any outcomes. The proposal should also identify evaluation factors and relative importance.
 - e) 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.
 - f) 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.

- g) 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.

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CITY OF WAUSAU PROCUREMENT MATRIX

<p>PURCHASE OF GOODS</p> <p>Examples include: Equipment, supplies, construction materials, rolling stock, furniture.</p>	<p>PURCHASE OF CONTRACTOR SERVICES</p> <p>Furnishing labor, time and effort by a contractor usually not involving the delivery of specific goods. Examples include: Refuse and recycling collection, snow removal services, janitorial services, elevator maintenance, delivery services.</p>	<p>PURCHASE OF CONSTRUCTION SERVICES</p> <p>Substantial repair, remodeling, enhancement construction or other changes to any City owned land, building, or infrastructure. Examples include: Door replacement, roof replacement, office remodeling, bathroom addition.</p> <p><small>Procedures in Wisconsin Statute 62.15 and Wausau Municipal Code 12:08 Shall Take Precedence.</small></p>
<p>Goods or Service Under \$5,000 - may be made based upon the best judgement of the department head or division director. However it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.</p>		
<p>Goods or Service Under \$5,000 to \$25,000 - Requires prior department head approval and the issuance of a purchase order. The cost of the purchase must be included within the approved department budget. The department must obtain 3 written quotes. Quote summary, and written quotes must accompany purchase order request and submitted to the Finance Department.</p>		
<p>Goods or Service in Excess of \$25,000 - Requires a formal bid process.</p> <ul style="list-style-type: none"> • Requests for bids shall be formally noticed. • Notices of bids shall state time and place of the bid opening. • Bids shall be submitted sealed in an identifiable bid packet and contain the bid name and date on the envelope. • The Department Head is responsible for the preparation of plans, specifications, notices or advertising. Prequalifications of bidders may be done at the discretion of the department head. • Sealed bids shall be opened, recorded and tabulated by the Board of Public Works. • Bids and tabulations must be available for public inspection and placed on file with the City Clerk. • The Board of Public Works shall have the authority to award the contract when the costs of the purchase have been included within the budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule, regulation or this policy shall be separately authorized by the Common Council. 		
<p>Goods or Service Requiring Centralized Purchasing - Copiers, Computer Hardware and Software, Cellular Phones, Telephones, Security Cameras, Furniture, Office Supplies, Janitorial Services, Plowing Services, Vehicles and Other Rolling Stock, Facility Maintenance.</p>		

<p>PURCHASE OF COMBINED GOODS AND SERVICES</p> <p>Purchase combines goods and services (exclusive of construction and contractor services). Technology Projects, EMS Billing Services, Parking Ramp Revenue System, Parking Enforcement Services.</p>	<p>PURCHASE OF PROFESSIONAL SERVICES</p> <p>Consulting and expert services provided by a company, organization or individual. Examples include: Attorneys, CPAs, Appraisers, Financial and Economic Advisors, Engineers, Architects, Planning and Design. Services measured by professional competence and expertise.</p>
<p>Goods or Service Under \$25,000 - may be made based upon the best judgement of the department head or division director. However it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.</p>	
<p>Services Greater than \$25,000 a Formal Request For Proposal Process is Required.</p> <ul style="list-style-type: none"> • Department Head is responsible for the preparation of the development of specifications, notices and advertising. • The Request for proposal should be developed to evaluate the expertise and experience and quality of the proposer and services offered. • Establish selection criteria and selection committee is advisable. Publish the numeric ranking matrix in the proposal. This process reduces the subjective nature of the selection process. • Proposals should be solicited from an adequate number of qualified sources. • Proposals shall be opened, recorded and tabulated by the Board of Public Works. • Proposals and tabulations must be available for public inspection and placed on file with the City Clerk. 	

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 03-0306

Date Introduced: April 8, 2014

WHEREAS the City of Wausau has an ongoing program for the collection of delinquent personal property taxes, however there are always some personal property taxes which are uncollectible due to various reasons (death of the taxpayer, bankruptcy, court settlement, etc.), and

WHEREAS, there is always a continuous effort to recover delinquent personal property taxes, and

WHEREAS, the Finance Committee has reviewed the list of 2012 delinquent personal property taxes on Attachment A and recommends the write off and charge back of these taxes as provided within the State of Wisconsin Statutes, Now Therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the delinquent personal property taxes as outlined on Attachment A, from the Tax Adjustment account #110-25097410, a total of \$4,442.48 (the City's portion) in personal property taxes and \$7,123.22 from account #110-11145 in order to provide sound financial management.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to charge back to the appropriate governmental entities their share of these delinquent personal property taxes as outlined on Attachment A.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the list of delinquent personal property taxes be entered into the minutes and published in the newspaper.

Approved:

James E. Tipple, Mayor

2011 DELINQUENT PERSONAL PROPERTY TAX CHARGEBACKS

Advanced Auto Care	U	\$ 102.39
Anything Brands Online Inc	O	79.76
Associated Counseling Services Inc	B	69.79
Beachtime Tanning Salon	U	204.39
Blockbuster Videos Inc	B	1,298.66
Century Financial	I	77.27
Country Coin & Collectibles	U	47.36
Crooks Associated Service (B & B Movers)	U	680.49
Danrick Builders Inc	B	348.97
Danrick Cleaning & Restoration	B	142.08
El Compa Mariscos	O	309.09
Farmers Insurance (Lynn Engman)	U	286.65
Virginia Erdman, Attorney	O	67.30
Express Tech Computer	O	37.39
Strategic Financial Alliance	O	39.88
DMA Ventures LLC	U	513.48
Grandeli's Pizza	O	24.93
Grandma's Corner Café	U	269.20
Hmong Home Health Care	O	77.27
Home & Property Consultants Inc	O	538.41
IBC Sales Corporation	B	87.24
In-Home Care of Wausau	I	24.93
JLH Enterprises Inc	B	306.59
Johnnie's Service Inc	U	660.54
Junk 4 Justice	O	24.93
Karma	O	64.81
Kustom Auto & Repair	U	191.93
L & S Printing of Central WI Inc	O	94.72
Land O' Lakes Vending Co	O	358.94
Ryan D Lister	U	538.41
Marcus Restaurants Inc (Annie's American Café)	O	1,311.12
RS Investments of Wausau (Breakaway)	O	1,939.26
Schellpfeffer Law Office LLC	I	52.35
Serendipity	O	37.39
Stange Law Office	U	615.68
Valley Construction Co/Badger Roofing of WI	U	899.84
Sugar Ray's Old Fashioned Candy	I	24.93
Sy-am Gardens LLC	O	72.29
Tryba Small Engine	O	52.35
Valley Title Inc	O	114.66
Vector Marketing	I	52.35
City Bike Works	U	568.32
Wausau Cabinet & Design	O	314.07
Wausau Music Center Inc	B	506.00
Eagle Improvements	U	191.93
Yao's Grand Dragon	B	820.07
		\$ 15,140.41

O - Out of Business
B - Bankruptcy
U - Unsatisfied Judgment
I - Immaterial amount/no response

Breakdown for resolution -

City of Wausau	5,718.04
State of Wisconsin	95.71
Marathon County	2,707.13
Wausau School District	5,564.38
NTC	<u>1,055.15</u>
	<u>15,140.41</u>

WAUSAU FIRE DEPARTMENT
TWO-WAY PORTABLE RADIO UPGRADE PROJECT

- VISION:** The Wausau Fire Department will provide safe and effective radio communications on the emergency scene for its members and the public it serves.
- PROBLEM STATEMENT:** The Wausau Fire Department has two-way portable radios that do not provide reliable, clear communication, are not intrinsically safe, has outdated technology, and were not designed to be operated within a humid or wet environment.
- GOAL:** The Wausau Fire Department will research, pursue funding, and obtain the best portable radios to safely and effectively operate on all emergency scenes.

Outcome Objectives

As compared to baseline data, the following changes will have occurred:

- By June 1, 2014, there will be an improvement in communications during emergency responses within the City of Wausau.

Formative Objectives

- By March 21, 2014, the Wausau Fire Department will develop goals and objectives for replacement of its portable two-way radios.

Background

The fire service has changed over the last twenty years. There have been improvements in personal protective equipment, self-contained breathing apparatus, tools, and electronics. Emergency scenes have become louder as well due to fire pumps, sirens, engines, small engines, and ventilation fans. All of these impact the ability to effectively communicate, but the environment in which we operate has changed as well. Fuel loads have increased, building construction methods have changed, and even the bandwidth of the radio spectrum has changed, all challenging the effective communication on the fire ground. One thing that hasn't changed is the use of water and the results of using water on fire. This moisture can wreak havoc on electrical components and degrade their effectiveness. For comparison, would you take your cell phone into the shower with you? You may be able to dry the outside of the phone afterward, but there is most likely moisture within the case of your phone. That is one of the problems that we must deal with when working with portable radios.

On September 3, 2013, the Wausau Fire Department Occupational Safety and Health Committee met and discussed several items, but one of them was the effectiveness of our portable radios. Different members brought up problems of their radios not working at fire scenes. An officer was assigned to work with a local radio dealer to find a solution to the problems. The officer discovered the following problems with our radios:

- Our portable radio does not have a rating for water resistance
- Our portable radio lapel microphone does not have a rating for water resistance
- Our portable radios are considered the basic mil spec for water resistance

Obviously, the fire department uses water to accomplish its job in all-weather conditions, which make the possibility of reducing water infiltration low. For risk avoidance, fire department members were advised to keep their radio in a pocket and out of the elements and be aware that capability may be reduced if the microphone is wet.

At that time, a local radio dealer was asked to provide a price quote on new radios and microphones. They were also asked to provide immersible and submersible radios for the fire department to assess.

Current Situation

Wausau Fire Department's portable radio inventory is made up of several different models of Motorola radios varying in age from twenty years to five years. The service life of portable radios (depending upon use and stress) is in the range of ten to twenty years.

While considering a new radio purchase we identified the following requirements:

- Immersible or submersible
- Intrinsically safe
- Ruggedized
- Increase in indoor coverage
- Emergency alerting
- Noise cancellation
- Unit ID notification
- Colored casings
- Battery conditioning
- Ergonomically friendly for Firefighters

To address the moisture or immersion problem, we referred to a military standard, MIL-STD-810. Military standards emphasize tailoring equipment's environmental design and test limits to the conditions that it will experience throughout its service life. These MIL standards include ruggedizing as well. To reduce the risk of damage to the radio or the battery from an inadvertent drop, ruggedized protection is a feature that strengthens the unit for better resistance to wear and stress. When dealing with extreme environments that firefighters face, i.e. heat, cold, water, or ice, ruggedized protection makes sense.

A benefit to newer radios is the improvement of noise-cancellation technology. This technology detects specific background noises or the squeal of audio feedback and removes it from the radio transmissions. New radios with microphones increase performance to the point where the operator can talk into either side of a radio without any reduction in audio quality.

Our current radios are not intrinsically safe. Intrinsically safe classification and design means that an electronic circuit and its wiring will not cause any sparking or arcing and cannot store sufficient energy to ignite a flammable gas or vapor, and cannot produce a surface temperature high enough to cause ignition.

Best practices in the fire service recommend that whenever practical; consider the use of accessories, such as speaker microphones to reduce the impact of background noise. When used appropriately, audio accessories like these can significantly improve audio on the fire ground. Microphones are exposed to heat and moisture as well, and should be ruggedized.

We have experienced communication deficiencies and outright failures in larger building within the City. Although we have improved our coverage with a mobile repeater, this repeater is not always available or any option. To improve upon our indoor coverage, the portable radio must have an increase in power.

Research

Research was conducted on different manufacturers for an extreme portable radio that is designed and built for firefighters. Other portable radios that were explored did not have dealers or service facilities within Marathon County and did not meet our requirements.

We decided that only portable radio that met our requirements is the Motorola APX 6000XE.

Benefits to City of Wausau

- WCA Pricing (cooperative purchasing program)
- Local business
- Motorola rebate
- Trade-In of current radios
- Two year warranty
- Free programming

WCA Services, Inc. provides local governments with programs and services that assist in operating more efficiently and cost effectively (see attachments) and guarantees discount pricing through any Wisconsin Motorola Channel Partner – which Northway Communications is.

Motorola has given us the opportunity to take advantage of a rebate of \$350 per radio purchased, an offer they have extended until April 30, 2014.

Northway Communications has offered to buy-back our older XTS 2500's portable radios at \$250 each.

Northway Communications also provides us with free programming of the radios.

Funding

Carryover funds from 2013 were authorized in the amount of \$38,500. Approximately \$16,000 of these funds is needed to purchase personal protective equipment for firefighters that will be hired within the next 45 days. That leaves \$22,500 left for the purchase of replacement portable radios. The cost of this project is approximately \$48,000 (see attachment) – leaving a funding shortfall of \$25,500.

We based the number of portable radios to purchase based upon the best practice of having a portable radio assigned to each department member working on an emergency scene. Since our minimum daily staffing is 15, we feel comfortable with going to 16 portable radios for department coverage.



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

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

1. Sole source purchase under \$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.

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

We are requesting \$23,200.00 for the purchase of eight portable radios, eight remote speaker microphones, and carry clips. Portable two-way radios are used by fire department members during all of our emergency and non-emergency operations for communications between individuals and teams. Portable radios are exposed to all weather conditions and extreme environments and can be considered a lifeline for a member in distress. Although our current portable radios are functional, due to the nature of our work, we have expanded our requirements for portable radios beyond basics to improve upon the safety of our members by requiring the radios to be:

- *Intrinsically safe*
- *Immersible*
- *Ruggedized*
- *Increase in indoor coverage*
- *Emergency alerting*
- *Unit ID notification*
- *Color casings*
- *Battery conditioning*
- *Noise cancellation*
- *Ergonomically friendly for Firefighters*

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

Portable two-way radios are used in all fire department operations to include fire suppression, emergency medical service, fire prevention, hazardous materials response, technical rescues such as rope rescue, vehicle extrication, ice and water rescue, and confined space rescue. Although we are purchasing eight portable radios at this time, it is our intent to supply a portable radio to every individual operating within the hot zone during an emergency situation. This will require an additional eight portable radios.

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

We are requesting sole source purchase of these radios from Motorola due to our long history of excellent service and support from the local dealer (Northway) and the lack of comparable products that meet our requirements.

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

Research was completed on other product on-line. Motorola appears to be the only manufacturer that designed and built a portable radio focused on the needs of the fire service.

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

Northway Communications has a contract with WCA Services, Inc. WCA Services contracts with private industry and services in order to benefit local units of government with lower prices. The discount available to us is substantial.

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

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

Department: Fire

Preparer: Deputy Chief Philip Rentmeester

Vendor Name: Northway Communications

Expected amount of purchase or contract: With rebates and trade ins, \$47,908.00

Department Head Signature: _____ **Date:** _____

Item	Unit Price	Number	Total Cost	Motorola Rebate
APX6000XE	\$ 3,214.00	16	\$ 51,424.00	\$ 5,600.00
XE remote speaker mic	\$ 251.25	16	\$ 4,020.00	\$ -
Plastic carry holder with clip	\$ 29.00	16	\$ 464.00	\$ -
Leather cases	\$ 65.00	8	\$ 520.00	\$ -
6 unit Impres bank charger with display	\$ 1,080.00	1	\$ 1,080.00	\$ -

Total Funds Requested

	Trade In		End Cost
\$	4,000.00	\$	41,824.00
\$	-	\$	4,020.00
\$	-	\$	464.00
\$	-	\$	520.00
		\$	46,828.00
\$	-	\$	1,080.00

\$ 47,908.00



Motorola Solutions, Inc.
9855 W. 78th St. Suite 170
Eden Prairie, MN 55344

Telephone: 1952-979-1400
Fax: 1952-979-1401

March 20, 2014

Phil Rentmeester
Assistant Fire Chief
Wausau Fire Department
606 E Thomas St.
Wausau, WI 54401

Dear Assistant Chief Rentmeester:

Motorola Solutions, Inc. entered into a partnership with the Wisconsin Counties Association (WCA) in 2013 to provide guaranteed discount pricing to local government agencies within Wisconsin. The WCA pricing is available either directly with a Motorola sales account manager or through any authorized Wisconsin Motorola Channel Partner.

I have attached a letter from the WCA and Motorola that explains the WCA agreement in greater detail.

Please do not hesitate to contact me at 920-579-2805 or Mike Blaska from the WCA at 608-222-7520 if you have any further questions or concerns.

Our goal is to provide you with the best products and services available in the communications industry. We look forward to working with you.

Sincerely,
MOTOROLA SOLUTIONS, INC.

A handwritten signature in black ink that reads "Kevin Lemke". The signature is written in a cursive style with a large, stylized 'K'.

Kevin Lemke
Account Manager for State & Local Governments
Wisconsin



February 22, 2013

Dear County Official:

WCA Services, Inc. and Motorola Solutions, Inc., have entered into an agreement that ensures every county in Wisconsin will have access to the most sophisticated communication technology and solutions available – from voice to data to video.

WCA Services, Inc. is particularly excited about this partnership because Motorola is the leading manufacturer and provider of sophisticated communications systems and equipment for public safety, governmental and enterprise applications worldwide. The company provides an unmatched portfolio of mission-critical communications products, devices, accessories, software, network options, services and systems to meet any government entity’s communications needs. Further, Motorola blankets the state with direct sales representatives, field engineers, project managers and service representatives. They live in Wisconsin; they work in Wisconsin.

The agreement with WCA Service, Inc. creates a simple process for counties to purchase exactly the communications equipment and systems they need to respond to the calls for service they receive every day.

Here is how it works. If your county decides to purchase communications equipment included within the new agreement, you can work directly with Motorola dealers throughout the state of Wisconsin or with the company’s direct sales personnel. Once system details are confirmed, a purchase order is issued to Motorola. To ensure that each order is processed within the provisions of the new agreement, the order simply must state, “This order is subject to the terms and conditions of the WCA Services, Inc. contract number 11-162200/CB.”

As a public official, you may be familiar with some of the public safety, countywide communications systems Motorola has installed or is installing presently around the state.

CONVENTIONAL SYSTEMS

Green Lake County (2010)
Shawano County (2012)

DIGITAL CONVENTIONAL SYSTEMS

Marinette County (2002)
Oconto County (2004)
Waushara County (2011)

SMARTNET TRUNKING SYSTEMS

Milwaukee County (1994)
Sheboygan County (1998)
Waukesha County (1998)

P25 DIGITAL TRUNKING SYSTEMS

Manitowoc County (2011)
Winnebago County (deployed 2012)
Brown County (deployed 2012)
Outagamie County (deployed 2012)
Manitowoc County (2011)

Public safety communications systems and equipment can be the most important tools a county will purchase to reduce response time to constituents’ needs, manage resources efficiently, increase productivity and meet the challenge to do more with less. WCA Services, Inc. is confident that this partnership with Motorola will provide the communications options, expertise and support that Wisconsin counties value most.

For more information, contact J. Michael Blaska at blaska@wicounties.org or by phone at 608.222.8520.

Sincerely,

Mark D. O’Connell, President

JAMES SCHOLMEIER, CHAIRMAN • MARK D. O’CONNELL, PRESIDENT

22 EAST MIFFLIN STREET, SUITE 900 • MADISON, WI 53703 • 608.222.8520 • FAX 608.222.8634 • WWW.WCASI.COM

A WHOLLY OWNED SUBSIDIARY OF WISCONSIN COUNTIES ASSOCIATION

POWER OF MOTOROLA IN WISCONSIN

Motorola Solutions Inc. (MSI) has maintained a strong presence in Enterprise and Government markets in Wisconsin for well over 50 years. We have direct sales representatives, field engineers, project managers, and services representatives residing in the State. Motorola works with 8 independent Services Shops and 23 Value Added Resellers throughout the State of Wisconsin, who collectively employ over 150 people.

Here is a snapshot of some of our large Countywide Mission Critical Public Safety Radio Communication System deployments in Wisconsin. These systems serve all public safety first responders in their respective counties.

P25 DIGITAL TRUNKING SYSTEMS

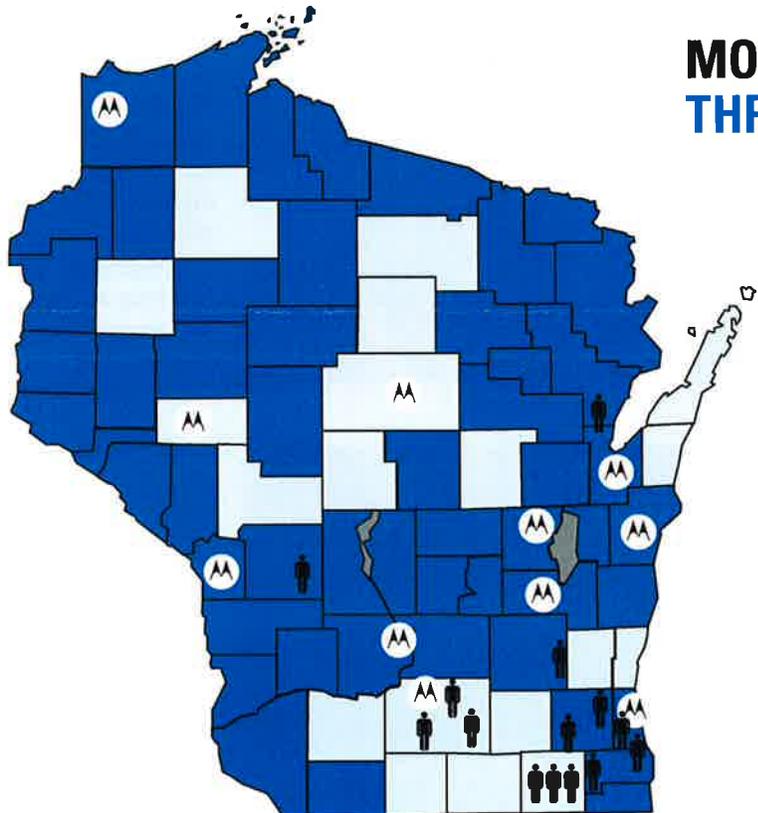
- Winnebago County
– Being deployed in 2012
- Brown County
– Being deployed in 2012
- Outagamie County
– Being deployed in 2012
- Manitowoc County, 2011

CONVENTIONAL SYSTEMS

- Shawano County, 2012
 - Green Lake County, 2010
- ## DIGITAL CONVENTIONAL SYSTEMS
- Waushara County, 2011
 - Oconto County, 2004
 - Marinette County, 2002

SMARTNET TRUNKING SYSTEMS

- Sheboygan County, 1998
- Waukesha County, 1998
- Milwaukee County, 1994



MOTOROLA SUPPORT THROUGHOUT WISCONSIN

-  = Motorola Employee
-  = Motorola Service Provider/Dealer
-  = Motorola Countywide Communications System





THE LIGHTWEIGHT HEAVYWEIGHT

APX™ 6000XE PROJECT 25 PORTABLE RADIO

In the heat of a wildfire or the smoke of a structure fire, you can't afford to struggle with controls or strain to hear commands. You need a radio so reliable and responder-focused, it's second nature to use. Working with first responders around the world, we developed APX™ radios to be safer and tougher than others – and to deliver innovative technology in an ultra-rugged, glove-friendly form.

Our APX 6000XE is the “lightweight heavyweight” – a small, single band radio with extreme ergonomics and excellent audio that takes on the tough tasks of fire service and EMS. It's the two-way radio that can strengthen safety precisely because it is engineered for extreme conditions.

REAL-WORLD RUGGEDNESS

Everything about the APX 6000XE is designed with first responders in mind – starting with a large top display with intelligent lighting so you can see information at a glance. Then oversized controls that are easy to operate when you're wearing bulky gloves –including the volume and channel selector and X-large emergency button. With its rugged MIL specs, FM certification and optional color housings, it's the portable performer you can rely on in the harshest environments.

LOUD, CLEAR AND NOISE-CANCELLING

Racing to a medical emergency or reporting from a rural fire, you need crystal-clear audio—and the APX 6000XE delivers. Its dual microphone design locates the talker while it cancels out ambient noise. Not only is the APX 6000XE equipped with the latest AMBE digital voice vocoder, its extreme audio profile reduces background noise and improves voice clarity. Plus, a unique speaker grill design improves water runoff to keep communications going strong.

SMALL SIZE, BIG TECHNOLOGY

- Three lightweight, mission extreme models
- Easy-to-use keypad for front panel programming and text messaging
- P25 Phase 2 capable for twice the voice capacity
- Backwards and forwards compatible with all Motorola mission critical radio systems
- Mission Critical Wireless accessories and GPS location tracking application help improve safety



APX™ 6000XE SPECIFICATIONS

FEATURES AND BENEFITS:

- Available in 700/800 MHz, VHF, UHF R1 and UHF R2 bands
- Trunking standards supported:
 - Clear or digital encrypted ASTRO®25 Trunked Operation
 - Capable of SmartZone®, SmartZone Omnilink, SmartNet®
- Analog MDC-1200 and Digital APCO P25 Conventional System Configurations
- Narrow and wide bandwidth digital receiver (6.25KHz equivalent/12.5KHz/30KHz/25KHz)*
- Embedded digital signaling (ASTRO & ASTRO 25)
- Available in 3 models
- Intelligent Lighting
- Radio Profiles
- Unified Call List (Models 2 and 3 only)
- User programmable voice announcement
- Meets Applicable MIL-STD-810C, D, E, F and G
- Ships standard Intrinsically Safe and Rugged**
- Yellow and green colored housing options
- Custom recess label areas
- Superior Audio Features:
 - 0.5 W high audio speaker
 - Dual microphones
 - Extreme audio profile

Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)
 - Supports USB communications
 - Built in FLASHport™ support

Full portfolio of accessories including the XE Remote Speaker Microphone specifically designed for performance in extreme environments

OPTIONAL FEATURES:

- GPS Location Tracking
- Mission Critical Wireless**
- Enhanced Encryption capability
- Programming Over Project 25
- Over the Air Rekey
- Text Messaging
- Man Down

* Per the FCC Narrowbanding rules, new products (APX6000XE UHF R1, UHF R2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

** Compatible with BT 2.0 and HSP and PAN BT Profiles

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-775MHz; 793-805MHz 806-824MHz; 851-869MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj ¹	700 MHz 800 MHz	1-2.5 Watts 1-3 Watts	1-6 Watts	1-5 Watts	1-5 Watts
Frequency Stability ¹ (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting ¹		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated) ¹		-75 dB	-75 dB	-75 dB	-75 dB
Audio Response ¹		+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	700 MHz 800 MHz	-48 dB -47 dB	-47 dB -45 dB	-47 dB -45 dB	-47 dB -45 dB
Audio Distortion ¹	700 MHz 800 MHz	0.60 % 1 %	0.50 %	0.50 %	0.50 %

BATTERIES FOR APX 6000XE

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2300 mAh FM ² Rugged***	3.39" x 2.34" x 1.46"	6.53 oz	NNTN8092	2300 mAh
Li-Ion IMPRES 2150 mAh IP67	3.39" x 2.34" x 1.46"	5 oz	PMNN4403	2150 mAh
Li-Ion IMPRES 2900 mAh IP67	3.07" x 2.34" x 1.65"	6.53 oz	NNTN7038	2900 mAh
Li-Ion IMPRES 4200 mAh IP67	5.07" x 2.34" x 1.65"	11.29 oz	NNTN7034	4200 mAh
Li-Ion IMPRES 4100 mAh FM ² IP67	5.07" x 2.34" x 1.65"	11.29 oz	NNTN7033	4100 mAh
NiMH IMPRES 2100 mAh IP67	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7037	2100 mAh
NiMH IMPRES 2000 mAh FM ² IP67	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7036	2000 mAh
NiMH IMPRES 2000 mAh FM ² Rugged	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7035	2000 mAh
NiMH IMPRES 2100 mAh Rugged	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7573	2100 mAh

*** Rugged batteries exceed industry standards (IPx7) for submersibility and provide a higher level of water protection - MIL-STD-810E, Method 512.3 Immersion. These batteries meet the incremental requirement of submersion in 1 meter of fresh water that is 27C colder than the product.

***Standard shipping battery

PRODUCT SPEC SHEET
APX 6000XE



RADIO MODELS

	MODEL 1.5	MODEL 2.5	MODEL 3.5
Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-color backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight
Keypad	none	Backlight keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlight keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons
Channel Capacity*	96	1000	1000
FLASHport Memory	64 MB	64 MB	64 MB
700/800 MHz (763-870 MHz)	H98UCD9PW5AN Q360FE	H98UCF9PW6AN Q360FE	H98UCH9PW7AN Q360FE
VHF (136-174 MHz)	H98KGD9PW5AN Q360FF	H98KGF9PW6AN Q360FF	H98KGH9PW7AN Q360FF
UHF Range1 (380-470 MHz)	H98QDD9PW5AN Q360FH	H98QDF9PW6AN Q360FH	H98QDH9PW7AN Q360FH
UHF Range2 (450-520 MHz)	H98SDD9PW5AN Q360FK	H98SDF9PW6AN Q360FK	H98SDH9PW7AN Q360FK
Buttons & Switches	Large PTT button • Angled On/Off volume control • Orange emergency button • 16 position top-mounted rotary switch 2-position concentric switch • 3-position toggle switch • 3 programmable side buttons		

Transmitter Certification	
700/800 (764-869 MHz)	AZ489FT5863
VHF (136-174 MHz)	AZ489FT3829
UHF Range 1 (380-470 MHz)	AZ489FT4892
UHF Range 2 (450-520 MHz)	AZ489FT703

FCC Emission Designators	
FCC Emission Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E**

Power Supply	
Power Supply	One rechargeable 2300 mAh FM/Rugged Li-Ion Battery Standard (NNTN8092), with alternate battery options available.

* Enhancement package available

** Per the FCC Narrowbanding rules, new products (APX6000XE UHF1, UHF2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated ¹		500mW	500mW	500mW	1000 mW
Frequency Stability ¹ (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Analog Sensitivity ³	12 dB SINAD	0.250 µV	0.216 µV	0.234 µV	0.234 µV
Digital Sensitivity ⁴	1% BER (800 MHz) 5% BER	0.347 µV (0.333 µV) 0.251 µV	0.277 µV 0.188 µV	0.307 µV 0.207 µV	0.307 µV 0.207 µV
Selectivity ¹	25 kHz channel 12.5 kHz channel	75.7 dB 67.5 dB	79.3 dB 70 dB	78.3 dB 68.1 dB	78.3 dB 67.5 dB
Intermodulation		80 dB	80.5 dB	80.2 dB	80.2 dB
Spurious Rejection		76.6 dB	93.2 dB	80.3 dB	80.3 dB
FM Hum and Noise	25 kHz 12.5 kHz	-54 dB -48 dB	-53.8 dB -48 dB	-53.5 dB -47.4 dB	-53.5 dB -47.4 dB
Audio Distortion ¹		0.9 %	1.20 %	0.91 %	0.91 %

PRODUCT SPEC SHEET
APX 6000XE

PORTABLE MILITARY STANDARDS 810 C, D, E, F & G										
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Immersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

DIMENSIONS OF THE RADIOS WITHOUT BATTERY		
	Inches	Millimeters
Length	6.15	156.2
Width Push-To-Talk button	2.39	60.7
Depth Push-To-Talk button	1.40	35.5
Width Top	3.32	84.3
Depth Top	2.13	54.1
Depth Bottom of Battery	1.24	31.5
Weight of the radios without battery	13.9 oz	394.1 g

ENCRYPTION	
Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CA1 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

GPS SPECIFICATIONS	
Channels	12
Tracking Sensitivity	-159 dBm
Accuracy ⁵	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

RUGGED OPTION SPECIFICATIONS	
Leakage (immersion)	MIL-STD-810 C,D,E,F and G Method 512.X Procedure I
Housing Availability	Black (Standard), Public Safety Yellow and High Impact Green

ENVIRONMENTAL SPECIFICATIONS	
Operating Temperature ⁶	-30°C / +60°C
Storage Temperature ⁶	-40°C / +85°C
Humidity	PER MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP67 and MIL-STD's noted above
Immersion	MIL-STD 512.X/I

¹ Measured in the analog mode per TIA / EIA 603 under nominal conditions
² When used with an FM approved intrinsically safe radio
³ Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.
⁴ Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.
⁵ Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal -130 dBm signal strength).
⁶ Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to ensure best performance.

Specifications subject to change without notice. All specifications shown are typical.

Radio meets applicable regulatory requirements.

motorolasolutions.com

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R3-4-2041F



RESOLUTION OF FINANCE COMMITTEE

Authorizing renewal of parking lot lease (Third and Grant Streets) – Colonial Property 4, LLC

Committee Action: Pending

Fiscal Impact:

File Number: 92-0623

Date Introduced: March 25, 2014

RESOLUTION

WHEREAS, the current three-year lease agreement between the City and Colonial Property 4, LLC for the lease of the parking lot at Third and Grant Streets, expires on March 31, 2014; and

WHEREAS, the owner of the lot would like to renew the lease with the same terms and conditions, except he is requesting the City remove snow from the sidewalks adjacent to the parking lot on Third and Grant Streets at city’s expense and otherwise sweep and maintain sidewalks; and

WHEREAS, your Finance Committee, at their March 24, 2014 meeting, reviewed the request and recommends the City renew the lease for a three-year period, under the terms and conditions set forth in the proposed lease agreement attached hereto with the requested change.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a three-year agreement for the lease of the Third and Grant Streets parking lot from Colonial Property 4, LLC, a copy of which three-year lease is attached hereto and incorporated herein by reference.

Approved:

James E. Tipple, Mayor

AGREEMENT FOR LEASE OF PARKING LOT—
THIRD AND GRANT STREETS

THIS AGREEMENT, made this _____ day of _____, 2014, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as “CITY,” and Colonial Property 4, LLC, a Wisconsin limited liability company, hereinafter referred to as “OWNER”;

WITNESSETH:

WHEREAS, OWNER, is the owner of the parking lot on the southeast corner of Third and Grant Streets, in the City of Wausau, which parking lot is delineated on “Exhibit A” attached hereto and incorporated hereby reference, and shall hereinafter be referred to as “LOT”; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY wishes, the current configuration providing for forty-four (44) parking stalls; that in return, CITY agrees to pay OWNER One Thousand Eight Hundred Thirty and no/100 Dollars (\$1,830.00) per month plus an amount of money equal to one twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) of the month.
2. This Lease shall be for a three-year (3-year) term, commencing on April 1, 2014, and terminating on March 31, 2017. OWNER shall have the following options with regard to parking:
 - A. Any time during the pendency of the lease term, OWNER may utilize for its own use, six (6) parking stalls; this option may be exercised upon ninety-day (90-day) notice, in writing, to CITY; lease payment from CITY to OWNER, in this event, would be One Thousand Six Hundred Fourteen and 55/100 Dollars (\$1,614.55) for the remaining thirty-eight (38) parking stalls.
 - B. Upon the one-year (1-year) anniversary of the above-referenced execution date of this Agreement, OWNER shall have the option of utilizing a total of twelve (12) parking stalls for its own use [six (6) additional to the parking stalls referenced in subsection A above]; the provisions within this option shall take effect after ninety-day (90-day) notice, in writing, to CITY; should OWNER exercise this option and utilize twelve (12) parking stalls, the lease payment from CITY to OWNER would be One Thousand Three Hundred Ninety-nine and 09/100 Dollars (\$1,399.09) per month for the remaining thirty-two (32) parking stalls.
 - C. Notwithstanding subparagraphs A and B above, CITY shall continue to pay the entire tax bill for LOT and continue to plow entire LOT as provide for in paragraph 4; however, the cost of maintenance referred to in paragraph 4 shall be prorated between CITY and OWNER based on the percent utilized by each.

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

(\$30 Charge to City of Wausau)

PIN: 37.291.4.2907.253.0240

- D. OWNER shall have adequate access to and from any privately utilized stalls and Grant Street.
 - E. Upon the exercise of any private parking options herein, CITY shall remove the meters for those stalls but the pipes shall remain in place.
 - F. In the event OWNER does utilize stalls for its own use, then in that event the term "LOT" as used in this Agreement shall refer only to those portions of the demised premises used by the public.
- 3. LOT shall be continuously used as a parking lot. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may make void or voidable any insurance on the LOT or which may increase the premiums therefore. CITY will keep LOT clean and attractive in appearance at all times.
 - 4. CITY shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition and repair including all parking meters, the asphalt surface, and the grass. As used in paragraph 2, the term "repairs" shall include replacement and other improvements as are necessary to maintain the property in good order and condition. CITY shall plow snow in LOT when needed and shall avoid placing any snow adjacent to the building located at 615 North Third Street. City shall remove snow from sidewalks adjacent to LOT on Third Street and Grant Street and otherwise sweep and maintain sidewalks.

Notwithstanding anything to the contrary contained herein, CITY will keep, maintain, and preserve LOT in a first class condition. CITY will indemnify and hold harmless OWNER from and against all loss, claims, damages, costs, or expenses suffered by OWNER by reason of any repairs made by CITY.

- 5. CITY will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of OWNER. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
- 6. At the termination of this Lease, CITY shall remove all parking meters, pipes and any alterations and additions erected by CITY, and restore LOT to an unmetred condition including the repair of any damaged areas on the asphalt surface.
- 7. CITY shall not display, inscribe, print, maintain, or affix any signs, lettering, placards, or other advertising matter or material on LOT without the prior written consent of OWNER provided, however, that metering instructions may be affixed to each parking meter as provided by the manufacturer of such parking meters.
- 8. CITY shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of CITY's interest in this Lease or in LOT without OWNER's prior written consent. Any attempted assignment, transfer, mortgage, use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.
- 9. Nothing in this Lease shall be construed so as to authorize or permit any insurer of OWNER or CITY to be subrogated to any right of OWNER or CITY against the other party arising under this Lease. OWNER and CITY each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either OWNER or CITY shall contain a provision that they are not invalidated by the foregoing waiver. Such

waiver shall, however, cease to be effective if the existence thereof precludes either OWNER or CITY from obtaining any such policy.

10. CITY hereby agrees that OWNER shall not be liable for injury to CITY's business or any loss of income or other consequential damages or for damage to the equipment or other property of CITY, CITY's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall OWNER be liable for injury to CITY's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

CITY shall indemnify, defend and hold harmless OWNER from and against any and all claims arising from CITY's use of LOT, or from the conduct of CITY's business or from any activity, work or things done, permitted or suffered by CITY in or about LOT or elsewhere and shall further indemnify, defend and hold harmless OWNER from and against any and all claims arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Lease, or arising from any negligence of CITY, or any of CITY's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against OWNER by reason of any such claim, CITY, upon notice from OWNER, shall defend the same at CITY's expense by counsel satisfactory to OWNER. CITY, as a material part of consideration to OWNER, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and CITY hereby waives all claims in respect thereof against OWNER; however, the provisions in this paragraph shall not apply to those cases in which OWNER is negligent.

11. OWNER shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of public liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$1,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of CITY at its expense, or CITY's parking meters or other equipment, or personal property located in LOT.

12. CITY will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:

- A. All-risk property insurance covering the full replacement value of all of CITY's leasehold improvements, equipment, parking meters and personal property within LOT.
- B. Commercial general liability insurance naming OWNER, CITY, and any mortgagee designated by OWNER as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of public liability not less than \$1,000,000 per occurrence. For each year in which this Lease is in effect, CITY shall provide to OWNER and any party designated by OWNER a copy of the insurance policy endorsement or wording showing that OWNER and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to OWNER even if OWNER has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.

13. The rights of CITY under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that CITY's rights under this Lease and possession of LOT shall not be disturbed so long as CITY is not in default hereunder. This paragraph is self-operative and no further

instrument of subordination shall be required. In confirmation of such subordination CITY shall promptly execute such further instruments as may be requested by OWNER, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by OWNER and/or any mortgagees or proposed mortgages. CITY at the option of any mortgages agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof. Failure of CITY to execute any of the above instruments within ten (10) days upon written request to do so by OWNER, shall constitute a breach of this Lease and OWNER will be entitled to, at its option; (i) execute, acknowledge, and deliver any such instrument on behalf of CITY as CITY's attorney-in-fact (CITY hereby constituting and irrevocably appointing OWNER as CITY's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate CITY's interest therein.

14. CITY shall in the event of the sale, assignment, or other transfer of OWNER's interest in LOT or in this Lease, or in the event of any proceeding brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by OWNER covering LOT, attorn to the transferee and recognize such transferee as OWNER under this Lease.
15. CITY shall at any time, upon not less than ten (10) days after the giving of written notice by OWNER, execute, acknowledge and deliver to OWNER or to such person designated by OWNER, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to CITY's knowledge, any uncured defaults on the part of OWNER hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of CITY, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by OWNER. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
16. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
17. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by OWNER to CITY or by CITY to OWNER shall be deemed to be complied with, when and if, the following steps are taken:
 - A. All payments required to be made by CITY to OWNER hereunder shall be payable to OWNER at Colonial Property 4, LLC, P.O. Box 928, Wausau, WI 54402, or such other addresses OWNER may specify from time to time by written notice delivered in accordance herewith.
 - B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: CITY: City of Wausau, Attn: Director of Finance, Wausau City Hall, 407 Grant Street, Wausau, WI 54403; and for OWNER: Colonial Property 4, LLC, P.O. Box 928, Wausau, WI 54402, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.
18. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
19. This Agreement shall run with the land during this three-year (3-year) lease period and shall be binding upon OWNER, its successors in title, or assigns.

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

CITY OF WAUSAU

By: _____
James E. Tipple, Mayor

BY: _____
Toni Rayala, Clerk

COLONIAL PROPERTY 4, LLC

By: _____
Michael M. Priebe

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2014, the above-named James E. Tipple, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2014, the above-named Michael M. Priebe of Colonial Property 4, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

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