



*** 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.

REVISED

Meeting of: **FINANCE COMMITTEE**
 Date/Time: **Wednesday, June 25, 2014 at 5:30 PM**
 Location: **City Hall, 2nd Floor Board Room**
 Members: Keene Winters (C), Karen Kellbach, Dave Nutting, David Oberbeck, Bill Nagle

AGENDA ITEMS FOR CONSIDERATION/ACTION

- 1 Public Comment on matters appearing on the agenda.
- 2 Minutes of the previous meeting(s). (5/27/14, 6/10/14)
- 3 ~~Consider acquisition of properties at 206 N. 6th Avenue and 1212 S. 9th Avenue from Marathon County. (Bill Hebert)~~
- 4 Consider RPF or Contract Extension for Refuse and Recycling Services (Brad Lenz)
- 5 Review of Past Development Agreements with Apogee/ Wausau Windows & Walls
- 6 Report Feedback from CBL & Associates
- 7 Consider General Fund Financial Reports May 2014 (Dick Whalen)
- 8 Consider Review of Animal Control Revenue (Dick Whalen)
- 9 Possible Future Agenda Items

Adjournment

Keene Winters, 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 06/19/14 at 10:30 am.

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: Wagner, Neal, Gisselman, Rasmussen, Abitz, Mielke), *Tipple, *Jacobson, *Groat, Rayala, Department Heads



*** 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.

ADDENDUM

Meeting of: **FINANCE COMMITTEE MEETING**
Date/Time: **Wednesday, June 25, 2014 at 5:30 PM**
Location: **City Hall, 2nd Floor Board Room**
Members: Keene Winters(C), Karen Kellbach, Dave Nutting, David Oberbeck and Bill Nagle

ADDENDUM ITEM(S) FOR CONSIDERATION/ACTION

- 10 Authorize Sole Source Purchase - Decorative Low Level Lighting (Brad Marquardt)
- 11 Discussion and possible action on amendment to Parking Space Lease Agreement between City of Wausau and Murdock Wausau Limited Properties. (Brad Marquardt)

Adjournment

Keene Winters, Chairperson

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 faxed to the Wausau Daily Herald newsroom on 06/19/14 at 3:00 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: Wagner, Neal, Gisselman, Rasmussen, Abitz, Mielke), *Tipple, *Jacobson, *Groat, Rayala, Marquardt, Hebert, Lenz, Hardel.

FINANCE COMMITTEE

Date and Time: Tuesday, May 27, 2014 @ 5:45 pm., Board Room

Members Present: Winters (C), Nagle, Oberbeck, Nutting, Kellbach

Others Present: Tipple, Groat, Jacobson, Giese, Loy, Rasmussen, Wagner, Gisselman, Mielke, Neal, Abitz, Werth, M. Lawrence, Kujawa, Barnes, John Chmiel, Keven Fabel, Kristen Fish, media.

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 current Chairperson Winters.

Public Comment on matters appearing on the agenda.

- 1) Deb Ryan, 702 Elm St, stated the city should work with the county on the CBL issue and perhaps locate the Social Services office in it. She felt they needed to get the county involved to look at long term issues.
- 2) Ron Simm stated perhaps the City of Wausau could go through the WEDC and state to attract and retain businesses for the mall.

Minutes of the previous meeting(s). (4/22/14 & 5/13/14)

Withdrawn

Discussion and possible action regarding procedures and policy on Animals Held for Cause – Barnes

Lt. Matthew Barnes stated we currently have a held for cause contract with the Humane Society. In cases such as animal neglect, animal abuse, animal cruelty or animals that we know the owner of, but for whatever reason they are not strays. He indicated there have been multiple cases of animals held for cause since the contract was signed, some of them costing the city \$200 - \$300 per animal. He related another case of neglect of two dogs that subsequently cost \$1600 in fees and vet bills to bring them to health. A more unpleasant alternative is to euthanize. He asked for direction from the Council as to the limit to be spent on animals held for cause because there is no cap in the contract. He questioned for instance, what one would do in a situation if they found a person who has malnourished 20 or 30 cats. The cost could possibly be \$20,000 in a situation like this.

Motion by Nagle, second by Nutting to direct staff to research other municipalities our size to find out what they are doing regarding this issue and report back. Motion carried 5-0.

Consider resolution authorizing the execution of an Airport Ground Lease to Keith Kocourek – Chmiel

John Chmiel stated Keith Kocourek would like to build a hangar for Kocourek Automotive at the airport for his three airplanes that are currently based there. It would be a 100 x 100 hangar on leased airport land, directly adjacent to Hangar #4 to the east. He noted it would be the eleventh privately constructed hangar at the airport since 1998. He stated Kocourek has chosen not to build a hangar on two previous occasions, but this year he has projects going on within the city which will help him reduce the costs for development of the hangar. He indicated the Airport Committee approved it and it produces revenue from the lease on the square footage of the property as well as through taxes on the value.

Motion by Nagle, second by Kellbach to approve the resolution authorizing the execution of an Airport Ground Lease to Keith Kocourek. Motion carried 5-0.

Authorizing the renewing of parking lot lease (Third and McClellan Streets - Janke) – Groat

Groat stated the existing lease is expiring June 2014 and they would like to renew for a five year term. The only change they are asking is that the city would incur the sidewalk shoveling on the outside of the lot. This is something we already do, but bill them for it, which is approximately \$100 - \$200 per year. She noted currently we have been losing about \$3,000 per year on the operation of the lot if we compare the rental and annual maintenance costs to the revenue generated. She noted the parking study is coming up and hopefully we will be able to change this.

Motion by Nagle, second by Oberbeck to approve the renewal of parking lot lease (Third and McClellan Streets – Janke). Motion carried 5-0.

Consider parking agreement with Marathon County for the Sears Parking Ramp – Groat

Groat stated we sell the county approximately 93 permits per month for the Sears Ramp. The Sears Ramp has a current market rate of \$25; the rate we give them is \$23.70. The county approached the city interested in signing a long term commitment of five years, but they would like a further discounted rate of \$21.80. This is an annual decrease of revenue to the city of \$2,120. Without a concession in the rent, they would likely be developing parking lots and relocating out of the ramp.

Oberbeck commented the parking consultants have said it is about \$150 per stall is a breakeven point and we are doing it for \$23. He felt we should only do a short term lease until we are done with the parking study and then renegotiate.

Groat commented it is a nice partnership between the city and the county because that ramp is the largest ramp as far as the number of stalls that we have in the central business district. If you look at the other ramps in the downtown, our rate is \$35. The price difference was to attract more of the downtown employees into that ramp because we do have excess capacity there.

Oberbeck stated the consultants told us that you pay for convenience and they are directly across the street with covered parking out of the wind and elements. We need to maintain or we may even potentially being going up in price to make this feasible. It costs a lot of money to purchase property and construct a surface lot is a lot of money. The county is being given a discount already that others are not enjoying.

Motion by Oberbeck, second by Nagle to approve a one year lease at the existing rate, indicating that we are in the middle of a parking study. Motion carried 5-0.

Consider the amendment to the Parking Lot Land Lease with North First Street Holding Company to comply with Wisconsin Department of Natural Resources remediation cover inspection and maintenance plan - Werth and Fabel

Kevin Fabel, DNR, stated they have been currently working on the closure of the Dudley parking lot site. He explained one of the requirements the DNR has to achieve closure is that we have an official agreement in place with North First Street Holding Company, specifically referencing a cap maintenance plan which has been approved by the DNR. The current agreement does not reference that plan and we are looking for approval to amend that agreement to reference the plan. There are no other changes to the agreement.

Motion by Nagle, second by Nutting to approve the amendment. Motion carried 5-0.

Consider Budget Modification - Budget Modification 2014 Street Improvement Projects – Marquardt

Groat stated the corrected street improvement budget is \$1,839,500; this reduced our budget overage from \$419,275.25 to \$297,330.25. Marquardt stated \$130,000 of the \$297,330 is accounted for in extending Curling Way up to Macdonald Street. The remaining amount was in storm sewer design. Winters clarified this would result in \$300,000 of additional borrowing. Groat stated an alternative would be to reduce the asphalt overlay that they wanted to accomplish this year.

Motion by Nagle, second by Nutting to approve the budget modification of \$297,330.25 for 2014 Street Improvement Projects. Motion carried 5-0.

Consider Budget Modification - Budget Modification Low Level Lighting (Scott Street) – Marquardt

Marquardt explained this was based on a petition received that was extended for additional length on Scott Street. It was added to our Project C bid that was opened last Tuesday and it came in relatively high. Overall the entire project will require an additional \$80,290 to install the lights; the total cost of the project is \$231,000.

Motion by Nagle, second by Kellbach to approve the budget modification of \$80,290 in additional borrowing for the Scott Street lighting project. Motion carried 5-0.

Consider Budget Modification - Tax Increment District Number Six to fund additional costs for the Hwy 52 median landscaping project – Marquardt

Marquardt stated this was the additional cost of \$18,893.30 for Revi to pay prevailing wages to their workers.

Motion by Nutting, second by Oberbeck to approve the budget modification of \$18,893.30 to fund the additional costs for the Hwy 52 median landscaping project. Motion carried 5-0.

Presentation on the Motor Pool Fund – Groat

Deferred.

Consider the purchase of vacant land in the Wausau Business Campus at 101 North 72nd Avenue from Intercity Bank – Werth

Ann Werth explained they were approached by the broker of Intercity Bank regarding the purchase of property on North 72nd Avenue. She stated we cannot do soil borings without an offer on the property. Kristen Fish, broker representing Intercity Bank, explained this is a customary practice in commercial real estate that there has to be an offer to do due diligence on the property. Winters questioned if there was any other interest in the property. Fish stated she recently had one call for someone who wants to lease it for hunting land and one call from someone who wants to build storage units on the five acres that is most developable across the street from the business incubator.

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: for negotiating the purchase of properties. (101 N 72nd Avenue)

Motion by Nagle, second Kellbach to convene in closed session. Roll Call Vote: Ayes: Nutting, Nagle, Winters, Oberbeck, Kellbach. Motion carried unanimously.

Reconvened into open session to take action on closed session item, if necessary.

No action taken.

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. (Authorize the Amendment of the Ground & Air Rights Lease between the City of Wausau and CBL & Associates Properties, Inc., and Approval of Development Incentive Payments)

and

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. (Consider and Approve Development Incentives for Apogee Wausau Group, Inc.)

Motion by Nagle, second by Nutting to convene in Closed Session. Roll Call Vote: Ayes: Nagle, Kellbach, Oberbeck, Nutting, Winters. Motion carried unanimously.

Reconvened back into Open Session to act on Closed Session items.

CBL & Associates Properties, Inc.

Motion by Nagle, second by Kellbach to approve entering into a developer agreement with CBL & Associates Properties for developer incentives equal to the base ground lease and 10% Net Cash Flow ground lease for a five year term and a one-time payment of \$375,000, in exchange for the developer incentives CBL will provide the city an executed 10 year lease with a retailer for the vacant J.C. Penny's space along with a commitment for a phase II redevelopment. Further the city's payments will be designated for tenant improvement, incentives and inducements. The \$755,000 will be reimbursed to the city if the phase II redevelopment does not occur. Motion carried 5-0.

Apogee Wausau Group, Inc.

Motion by Nagle, second by Oberbeck to approve the resolution outlining the development incentives for Apogee Wausau Group, Inc. Motion carried 4-1 (*Winters was the dissenting vote.*)

Adjourn

Motion by Nagle, second by Kellbach to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:15 p.m.

FINANCE COMMITTEE

Date and Time: Tuesday, June 10, 2014 @ 5:15 pm., Board Room

Members Present: Nagle, Oberbeck, Winters, Kellbach

Members Excused: Nutting

Others Present: Tipple, Groat, Jacobson, Giese, Marquardt, Rasmussen, Gisselman, Mielke, Abitz, Kujawa, Mark Hanson, Deb Ryan, Goede, and media.

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 Chairperson Winters.

Public Comment on matters appearing on the agenda.

None.

Minutes of the previous meeting(s). (4/22/14 & 5/13/14)

Motion by Nagel, second by Oberbeck to approve the minutes of the previous meetings (4/22/14 and 5/13/14).

Motion carried 4-0.

Request for waiver of fireworks display fee (Man of Honor Society)

Tim Mueller, Man of Honor Society, asked for a waiver of the \$100 fee for a fireworks display permit for their fund raising Anniversary Celebration event on June 13-15, 2014. He stated the \$100 just goes into the pocket of a vet in Marathon County that needs it. He noted none of the officers are on a payroll; the money raised, less advertising costs, all goes backs to vets.

Motion by Nagle, second by Kellbach to waive the \$100 fee for a fireworks permit for the Man of Honor Society.

Motion carried 4-0.

Consider ordinance amending Section 3.40.010 Fees and licenses schedule.

Groat stated in fall of 2013 we took all of the fees that were sprinkled throughout the Municipal Code and put them all into a Comprehensive Fee Schedule. She explained when the ordinance was written the rule was that fees would be introduced at the first Council meeting and then put to a vote at a subsequent meeting, but we have not actually been following that and to date fee amendments have not been entertained by Council twice. She suggested removing that dual contemplation from the ordinance.

Motion by Nagle, second by Kellbach to approve the amendment to Section 3.40.010 Fees and license schedule.

Motion carried 4-0.

Update on the annual audit

Groat stated the auditors were here last week and were auditing the city as part of a five year contract of 2010-2014. She indicated the financial reports will be all ready by June 30, 2014 and the auditors will be able to present at the Finance Committee meeting in July. She noted next year's audit will be the last year of the contract, so in May of 2015 they can consider the scope of work and put out RFP's for the next contract. Groat stated we prepare our own financial statements which saves the city quite a bit of money.

Discussion and possible action on the Affidavit of Compliance Revi Design

Oberbeck indicated he requested a complete listing of how Revi justified an additional nearly \$19,000 on a \$24,125 bill which seems high. He did not feel the data provided was totally complete because it does not include fringe benefits and was basically just check stubs. He felt there should have been an accounting for the number of hours, the base rate, as well as fringe benefits and then compared that to the state prevailing wage rates. He did feel they could approve the project modification as it currently stands.

Winters calculated the original invoice of 670 hours of labor at \$28.20 per hour; the second invoice is for an additional \$36.00 per hour, for a total billing of \$64.20 per hour. He commented there is no category in the prevailing wage rates that makes this much. Oberbeck stated the closest category would be for landscape on streets, which is \$43.67 per hour. Winters questioned if the committee wanted to reconsider the previous action approving

this bill, which was on the Council agenda tonight. Oberbeck stated we need to obtain the justification first to make sure that we are not over billed.

Motion by Nagle, second by Oberbeck to reconsider the previous Finance Committee action approving the budget modification to TID #6 regarding the landscaping of Hwy 52 median (Revi Design). Motion carried 4-0.

Motion by Oberbeck, second by Nagle to table the budget modification to TID #6 regarding landscaping of Hwy 52 median (Revi Design), until additional information is provided. Motion carried 4-0.

Presentation on the Motor Pool Fund – Groat

Groat stated the Motor Pool Fund is considered an internal service fund which is designed to account for transactions that are billed to departments for the services that they provide. The Motor Pool Fund is providing services to the Department of Public Works, which includes all of the street maintenance, engineers, inspections; to the Parks Department for fueling; to the Police Department for all of their fleet, including maintenance, fueling and insurance; to the Fire Department for maintenance and fuel; and most recently for the purchase of the fleet. She noted Police and Public Works are totally using the motor pool for all aspects.

Groat indicated there have been recent discussions regarding the expansion of the Motor Pool Fund to be motor pool and equipment, so that it can help us replace equipment, particularly those pieces that are being replaced on a recurring and regular basis. She explained for instance, PC replacement fund is in the budget every year to replace computers and one of the ways to finance that would be to bill a depreciation component to the individual departments so that their budget had expense every year for replacement; that expense would then fund a revenue to that internal service fund and then we would replace PCs, printers, copiers, etc., out of that equipment fund. The Fire Department also has a need for a lot of replacement of their turn out gear, hoses, and self-breathing apparatus.

Groat introduced Mark Hanson, Department of Public Works, who operates the motor pool. He indicated it has been challenging the last couple years because of escalating costs for diesel fuel, supplies and parts. He commented equipment is also changing, for example, cars today are made up of components that are basically like driving a computer. He provided a 10 year fleet replacement summary, noting he has built in a 5% increase for each year, however, they are finding out now that 5% isn't even enough to be able to keep up with the demands of the equipment. He indicated they have been exploring the option of renting some equipment in the summer for the seasonal temporary workers and so far it has been working well. They have also explored leasing of vehicles for the Police Department for unmarked undercover cars.

Consider General Fund Financial Reports April 2014

Groat reviewed the summary statement of revenues and expenditures for April 2014. The document can be accessed online: <http://www.ci.wausau.wi.us/Departments/Finance/FinancialDocuments.aspx>

Discussion took place regarding trends and deficit budgeting and the committee consensus was to consider midyear budget correction options in August.

Adjourn

Motion by Kellbach, second by Nagle to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:52 p.m.



STAFF REPORT ON REFUSE AND RECYCLING SERVICES CONTRACT

BACK GROUND INFORMATION

The City's five year contract with Advanced Disposal for refuse and recycling services concludes on December 31, 2014.

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 Village gathered a citizen focus group to study the issue in 2013 so that it could be implemented in 2014. The Village's promotional materials are included in this packet.

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 bid prices for a fully automated system were \$4.07 for refuse and \$2.28 for recycling. 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.

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.

There are several components of a fully automated cart program that require a lengthy start up period: purchasing, assembling and distributing the carts can take a couple of months, but most importantly the acquisition of the automated trucks that can take 6-9 months. The City of LaCrosse continues to pay for these services on the tax levy. The City of LaCrosse RFP for services was due the first week of April allowing contractor nine months for implementation.

SOME QUESTIONS TO CONSIDER:

1. What should the service level be?
2. What should the contract term be?

POSSIBLE OPTIONS:

1. Seek a one year contract extension with the current service provider and follow a citizen engagement process similar to Weston where service level options are evaluated with an RFP to mailed out first quarter 2015.
2. Issue RFP for services based upon existing service levels. *Need to define contract term.*
3. Issue an RFP for services requiring a dual quote: *Need to define contract term.*
 - o Bid 1- based upon existing services
 - o Bid 2 – based upon existing services for year one and an automated cart system beginning January 1, 2016. *Need to define if we want to own the carts at contract termination and whether we would require contractor to offer curbside large pick up for a fee to homeowner.*
4. Other _____

Attachments include:

- Weston Refuse and Recycling Guide
- 1st Draft RFP dual quote
- Current Contract that expires in 2014



**Village and Town of Weston
2014 Refuse and Recycling
Information**



January 15, 2014

Dear Weston Taxpayer/Resident,

The Village of Weston has recently launched its new website (www.westonwi.gov). We encourage you to go out and visit this website as a way to stay informed on what is happening in the Village of Weston, meeting dates and times, special events, etc. You can even create an account on our website where you can sign up for certain meeting notices/event alerts. If you do not have internet access at home, please do not hesitate to call our office with questions, concerns, or comments at 715-359-6114.

If you reside within a single-family home up to a 4-unit apartment, you should have received your 95-gallon recycling cart during the last week of December 30, 2013. During that same week, a 2-sided postcard was sent out to all properties who would have received this cart letting them know the "ins" and "outs" of what is allowed to be put inside your new single-stream recycling cart. Further inside this mailer you will find more information on our new single-stream recycling program.

Also included within this packet is important 2014 information regarding:

- *Spring Clean Up
- *Village-Wide Rummage Sale
- *Yard Materials Collection Service through Advanced Disposal Services
- *Recycling Guide
- *Advanced Disposal Recycling Center
- *Goodwill, Styrene Products, Battery Mart, and Yaeger Auto Salvage
- *Marathon County Solid Waste Department – Household Hazardous Materials Collection Program
- *Recycling Calendar

If you have questions, please visit our website: www.westonwi.gov, call the Municipal Center at 715-359-6114, or you can e-mail me at vparker@westonwi.gov.

Sincerely,

Valerie Parker, Administrative Specialist
Planning and Development Department

VILLAGE OF WESTON
5500 SCHOFIELD AVENUE
WESTON WI 54476

PRSRT STD
US POSTAGE
PAID
PERMIT #20
WESTON, WI
54476

**POSTAL PATRON CUSTOMER
CARRIER ROUTE PRESORT**

New 2014 Single-Stream Recycling Service:

On July 1, 2013, the Village Board of Trustees took action to adopt refuse and recycling service changes offered to all residential and commercial properties. This included the decision to switch from dual-stream recycling to single-stream recycling, as previously noted. These suggested changes came from the Refuse and Recycling Task Force Committee, created in early 2013, to review the Village's current service portfolio and service contract with Advanced Disposal Services.

What does single-stream recycling mean? Every household (single-family up to 4-unit apartments) received a 95-gallon recycling cart where all of their recyclables (plastic, glass, aluminum, tin, metal, mixed paper, and cardboard) are now to be co-mingled into this one 95-gallon cart. These carts were delivered during the last week of December, by Cascade Cart Company for Advanced Disposal Services. If you have not received your cart, please contact Valerie Parker at 715-241-2607 or via e-mail at vparker@westonwi.gov, so that you can receive yours (if you are in a single-family home, up to a 4-unit apartment).

As you have noticed, this 95-gallon recycling cart is quite similar to your refuse (garbage) cart, except that the recycling cart will have a bright yellow lid with the recycling symbol, along with some simple recycling instructions, printed on the lid.

Some of the Advantages of Single-Stream Recycling:

*Easy for the Customer

*Cleaner for the Neighborhood

*The carts are easy to use

*The carts hold a lot

*Safer for the workers

*Promotes Recycling

*Communities Love It!!

*With more people recycling, not only do we save on landfill costs, but are then eligible for more dollars received through State grant funds, which will help reduce costs to the Taxpayer!!



Please be aware that only recyclables are allowed within this 95-gallon recycling cart. If it is found that you have refuse within your recycling cart, Advanced Disposal will not empty it. Similar to your refuse cart, if it is found that there are recyclables within the refuse cart, Advanced Disposal will not empty it. Please be aware that you can be fined for not properly recycling, as recycling is a State Law.

What to do with the 18-gallon recycling containers previously used? Those recycling containers/bins are yours to keep (unless you are in a rental property where the Landlord provided them for you). Consider using them to neatly store away seasonal items within your home or garage. If you do not have a need for them, you could consider giving them to a friend or relative who could use them, or donate them to places such as Goodwill (<http://www.goodwillncw.org/>), or Peyton's Promise (<http://www.peytonspromise.org/>), or local food pantries who uses them to carry all the donated food items in. If your old containers are in poor shape, you can dispose of them in the large plastics dumpster at the recycling center, located at Advanced Disposal at 5509 Fuller Street, Weston.

Refuse and Recycling collection dates and times will remain the same as they have been in the past. If you have questions regarding changes in our services, please contact Valerie Parker via e-mail at vparker@westonwi.gov, or by calling 715-241-2607. If your cart needs to be replaced, please contact Advanced Disposal direct at 715-359-6637.

Also New in 2014:

Special Pick Up of Lead Acid Batteries and Used Motor Oil

Historically, when residents had lead acid batteries (such as a car battery) and used motor oil to be disposed, those would just get placed next to their recycling bins/containers, on their recycling pick-up day. With the fully-automated single-stream recycling program in place, Advanced Disposal will continue to pick these items up free of charge, however, residents must call Advanced Disposal ahead of time to schedule collection arrangements.



Refuse and Recycling Cart Services

As of January 1st, if your refuse or recycling cart is damaged or if you request a smaller size cart, you can simply work directly with the Advanced Disposal to have the cart replaced; whereas, in the past, the resident had to make contact with the Village of Weston to make the request, Village staff then verified the size cart on the property, and Village staff made contact with Advanced Disposal for the service request. Please call Advanced Disposal at 715-359-6637 with your cart servicing needs.

Mobile Home Parks

As of January 1, 2014, Mobile Home Parks are excluded from the refuse and recycling services offered through the Village of Weston, and are now required to contract on their own for refuse/recycling services. Currently, private developments (under a single tax parcel) contract on their own. This consists of their providing large dumpsters for refuse and recycling, or individual refuse and recycling carts. The Village worked with its four Mobile Home Parks on this new requirement, and all four mobile home parks currently have their private contracts with haulers in place.

Multiple Family Apartment Complex Developments (over four-units)

As of January 1, 2014, Multi-Family Apartment Complex Developments (over 4-units) will be required to provide adequate refuse and recycling services. The Village of Weston will be contacting each development by letter to inform them of the minimum requirements for refuse/recycling services (as far as the minimum dumpster size allowed for both refuse and recycling). The Village will require each of these developments to provide the Village of Weston a copy of their refuse and recycling service contracts, as proof that proper services are being provided.



2014 Spring Clean Up Information

Even though the winter snow is still on the ground, we would like to start getting the word out now on our 2014 Spring Clean-Up.

May 2nd – May 4th is the **Village-Wide Rummage Sale**. Although residents can hold rummage sales all year round, during this particular weekend the Village is publishing a map that lists area rummage sales that will be occurring. If you would like your address listed on this map, please complete the Rummage Sale application, which can be found at our office or on our website. This is a free service. The application deadline to have your address included is Monday, April 21st. Maps will be available April 30th by request at the Weston Municipal Center or you can download a map from our website (www.westonwi.gov).

The annual **Bulk-Item Drop-Off** is set to occur May 15th – May 17th, and to be held again at Advanced Disposal Services, located at 5509 Fuller Street. The items that will be accepted include: **Non-Metal Items, Furniture, Carpeting, Scrap Lumber, Mattresses, and Glass Windows.**

**ADVANCED DISPOSAL
BULK ITEM DROP-OFF HOURS:**
Thursday, May 15th: 8:00 a.m. – 4:00 p.m.
Friday, May 16th: 8:00 a.m. – 4:00 p.m.
Saturday, May 17th: 8:00 a.m. – 2:00 p.m.

The **Spring Yard Materials Pick-Up** generally occurs beginning the second week of May. Please watch our website or contact the Village of Weston office closer to that time period for updates. Yard materials can be taken directly to the Weston Yard Materials Site (8200 Ryan Street), where you can dispose of your yard materials at a time that is convenient to you. Another option is to contract with Advanced Disposal for them to collect your yard materials through a 95-gallon cart they would provide you. See the attached flyer for more information.



Monday – Friday • 8:00 a.m. – 4:00 p.m. / (715) 359-6637
5509 Fuller Street • Weston, WI 54476
We're located East on Schofield Ave. Turn north on Fuller Street.
(Just east of Dale's Weston Lanes)
• AdvancedDisposal.com •



DON'T LET YOUR YARD TRIMMINGS TO GO WASTE!

Advanced Disposal offers yard waste curbside pick-up in most communities. Call our office to learn more about how you can recycle your yard waste.

Yard Waste Subscription Service signup is now open!

Only \$12 per month!

(+ \$8 for each additional cart)

We're Advanced Disposal, a leader in solid waste and recycling services, and we're committed to keeping communities across the country clean and green.

In other words, we're here to make your life easier. So give us a call for all of your yard waste needs.

Yard Waste Guidelines:

- Place loose yard waste in the approved 95-gallon cart designed for yard waste only (no garbage please).
- Small twigs and branches less than 1/8 inch thick are accepted.
- Nothing should be sticking out of your cart.
- Please no plastic bags.
- All yard waste material should be placed within the cart. Additional carts can be ordered.

Know that your yard waste is being recycled in a responsible manner at a composting site.

Promo code: [WestonYardWaste](#)

Call Today and Save!

(715) 359-6637

2014 Village of Weston Recycling Guide

The Village of Weston currently contracts through Advanced Disposal (formerly known as Veolia Environmental Services) for all residential (single-family to 4-unit residential dwellings) refuse and recycling pick up. If you have questions, please contact Advanced Disposal at 715-359-6637.

Please place your recycling cart on the opposite side of your driveway as your refuse (garbage) cart. If this is not possible, please keep about 4 feet of space in between the two carts to allow enough room for Advanced Disposal's truck's mechanical hand to reach around the cart, so that it can be picked up and emptied without disturbing your other cart. Please do not place your cart(s) in the roadway, as they will create a hazard to traffic and will be at risk of getting struck by a snow plow. The Village of Weston will not be responsible for refuse and recycling carts damaged due to being struck by snow plows. Below are some pictures of "how to" and "how not to" place your carts. More examples can be found on the Village of Weston's website: <http://www.westonwi.gov/151/Refuse-Recycling>



Most Preferred Placement
– Either Side of Driveway



Wrong Placement – Too
Close to Mailbox



Too Close Together

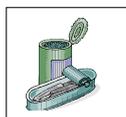


Good Placement on One
Side of Driveway

While we understand that during the winter months, people will face some challenges with the placement of their carts, we ask that you consider the following ideas:

- Only place your refuse cart out on non-recycling weeks
- Shovel out an area of your snowbank to allow one or both of your carts to be located on the boulevard

What can be placed within the Single-Stream Recycling Cart?



All glass bottles and jars, aluminum and tin cans, aseptic containers, plastics (#1 - #7), mixed paper, and cardboard. Please be sure all materials placed within the recycling cart are clean of food debris. Also, to allow for more room within your recycling cart, consider flattening the materials that can be flattened, prior to placing them in the recycling cart.

Shredded Paper: Many people are shredding their paper in order to protect themselves from potential identity theft. Shredded paper is recyclable; however, if dumped loosely within their recycling cart, it may get blown out into the community when being transferred from the recycling cart into the recycling truck. The use of plastic bags to contain shredded paper within the recycling cart is discouraged, as plastic bags are not allowed to be placed in the recycling carts. Advanced Disposal encourages people to bring their shredded paper directly to their Recycling Center, at 5509 Fuller Street, and dispose of their shredded paper within the paper recycling dumpster. If you have further questions on this, please contact Advanced Disposal's office directly at 715-359-6637.

What are some items that are **NOT** allowed to be placed within the Single-Stream Recycling Cart?

Hazardous materials, yard waste, and food waste; polystyrene (Styrofoam); motor oil containers; and plastic film, shrink wrap, and plastic bags. Large plastic items #3 through #7 are considered recyclable, but need to be dropped off directly at Advanced Disposal's Recycling Center, located on Fuller Street. Some examples of these are: >15-gallon containers, 55-gallon drums, large plastic furniture (chairs/tables), large plastic toys (playhouses, slides, etc.).



Plastic Bags are not allowed to be placed within your recycling cart. Plastic bags do not only blow around in the community, but also gets tangled up in the equipment used to manage recyclables. Please consider recycling the plastic bags by taking them to Weston Pick'n Save, Target, and Quality Foods IGA, who have the recycling bins set in the front of their stores specifically for collecting plastic bags. Also, consider donating them to places like Goodwill, the Humane Society, or to child daycare facilities.

Overabundance of Recyclables – Advanced Disposal Recycling Center:

If you have more recycling than what you can fit into your 95-gallon recycling cart, please consider taking your recyclables directly to Advanced Disposal's public Recycling Center, located at 5509 Fuller Street. The Recycling Center is available to Weston residents, 24-hours per day; except during times where Advanced Disposal staff are performing maintenance or emptying the dumpsters. They have specific dumpsters available where you can drop off recyclables. Please contact Advanced Disposal directly at 715-359-6637, with any questions, comments, or concerns about this facility.



Marathon County Solid Waste is another great resource for all of your refuse and recycling questions. Check out their website: <http://www.marathoncountysolidwaste.org/>.

Home Composting

We have received many inquiries in the past several weeks on what to do with **food waste**. Please do not put food waste inside your recycling cart. Your options with food waste are to either place your food waste in your **refuse** cart or consider home composting.



Composting or "recycling" our own yard, garden and kitchen waste is the easiest and cheapest way of taking responsibility for some of our own waste. Did you know that food and yard waste make up over 25% to 30% of our solid wastes nationwide?

The BEST place to compost is in our own back yards.

Composting meets the criteria of the three **R's: Reduce, Reuse and Recycle**. Through composting, the amount of waste sent to the landfill is **Reduced**, the organic matter is **Reused**, and it is **Recycled** into a useful soil amendment.

Plans are being made between the Village of Weston and Marathon County Solid Waste to hold a spring workshop, at the Weston Municipal Center, for the public to learn more about home composting. Watch the Village of Weston's website, or call 715-241-2607, for the date and time. If you are interested in learning more about home composting and/or would like to purchase a compost bin, please contact Marathon County Solid Waste at 877-270-3989.



Where can I take outdated/unwanted prescription medication?

Everest Metro Police Department has a secure drop box in their lobby where you can drop off your unwanted/outdated prescription medication – no questions asked. Because drug types and dosages need to be reported through this drop off, they ask that you please leave the drug label on the container (though you can black out or tear off your name from the label). Please also note the following items are not accepted in this drop box: needles, inhalers, and chemo therapy drugs.

Lobby hours are Monday – Friday, 7:00 a.m. – 5:00 p.m. Their office is located at 5303 Mesker Street, Weston. If you have questions, comments, or concerns, please call the non-emergency number: 715-359-4202.

The following pages will assist you in alternative places where you can dispose of large metal items, appliances, electronics, tires, oil and oil filters; used clothing, furniture, household items; polystyrene (Styrofoam); all batteries; and hazardous waste products.

Yaeger Auto Salvage
8205 Camp Phillips Road, Weston
(715) 359-3606
<http://www.yaegerauto.com/>

Business Hours:

Monday through Friday: 8:00 a.m. to 5:00 p.m.
Saturday: 8:00 a.m. to 12:00 Noon

Yaeger Auto Salvage currently accepts the following free of charge:

Scrap Metal Items (ex: bicycles, bed frames, metal shelving, metal lawn furniture, exercise equipment, gas grills without the LP tank, lawn mowers, etc.)

Stoves, Washers, Dryers, Residential Furnaces, Water Heaters, Dishwashers, Garbage Disposals, Stereos, Microwaves, Vacuums, Computers, Printers, Drain Oil, and Oil Filters

Yaeger Auto Salvage will accept the following items, but may charge a fee:

Appliances

ballasts, fluorescent lights
freezers, refrigerators, water coolers
dehumidifiers
ammonia refrigerators, room air conditioners
household central air units
commercial appliances

Tires

lawn mower tires
trailer tires, motorcycle tires
automotive tires, small truck tires – with or without rims
heavy truck and semi tires – with or without rims
loader or tractor tires, not solid tires
Truck loads accepted at per ton prices

Computer Monitors

Televisions

NiCad Batteries

Sealed Containers

Not accepting any container that had hazardous waste in them – chemicals, poisons, or radioactive materials, etc.
No paint cans.

Accepting any drained non-hazardous container – oil, gas, tar, antifreeze
Non-refillable LP tanks, Freon bottles
Refillable LP tanks 20# and 100#
275-gallon basement fuel tank

****Contact Yaeger Auto Salvage in advance for fees****

The following items are not accepted at Yaeger Auto Salvage:

Any container that previously contained hazardous waste (chemicals, poisons, radioactive materials, etc.)

****Contact Marathon County Hazardous Waste Facility at 715-446-3101, ext. 100, for disposal options and fees****

Goodwill, NCW

2713 Schofield Avenue, Weston, WI 54476

website: <http://www.goodwillncw.org/>

e-mail: weston@gwicc.org

715-355-6086

Please consider donating your unwanted items to Goodwill. Goodwill is 100% not-for-profit. You can deduct the value of your donations from your yearly income tax; and when you donate, you are directly impacting programs and people in our local community.

Please visit the above website to learn more about our Goodwill, along with what items they can accept and what items they cannot accept.



5320 Fuller Street, Weston, WI 54476

website: <http://www.styreneproducts.com/>

e-mail: customerservice@styreneproducts.com

715-359-6600

Styrene Products, Inc. is located just off Schofield Avenue, on Fuller Street, behind the Weston Lanes Bowling Alley and across from Advanced Disposal Services (Veolia). Look for the black & red "Styrene Products" sign and follow the driveway and signs to the office.

You can drop off your WHITE expanded polystyrene (EPS) packaging foam at the plant facility loading dock between 7:00 a.m. and 2:00 p.m., Monday thru Friday. Look for the green bin labeled "Recyclable Foam". Please call their office for any special deliveries.

Before dropping off your EPS foam to recycle, please make sure it is clean, dry and free of all debris (such as dirt, grease, tape, plastic film, labels, cardboard, loose parts, or glue). Packaging peanuts and foam food containers are not accepted.



3607 Schofield Avenue, Weston, WI 54476

website: www.northernbattery.com

e-mail: nbwau@northernbattery.com

715-359-9019



Battery Mart is located on Schofield Avenue, just west of Camp Phillips Road, next to Ravioli's Italian Restaurant.

Drop off your old batteries for CASH! We will accept any lead acid battery and pay you top dollar for it. That's right! We'll pay you to do your own spring cleaning.

We will also accept any other batteries, alkaline, Nickel Metal Hydride, Lithium, drill pack batteries, cell phone batteries, watch batteries and other rechargeable batteries. We'll take them all!

We are open from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to noon on Saturday. Please feel free to call us at 715-359-9019 or friend us on Facebook. GO GREEN!!!!



**Marathon County Solid Waste Department
Clean Sweep Program
Household Hazardous Materials Collection Program**



MATERIALS ACCEPTED

Degreasers~Fuel
Cleaning Solvents
Creosote~Drain Cleaners
Fungicides
Dry Cleaning Fluids~Floor Polish
Gun Cleaners~Herbicides
Insecticides
Furniture Polish~Hobby Materials
Metal Cleaners~Ether
Mildew Cleaners
Oil-based Paints~Oven Cleaners
Photography Chemicals~Thinners
Paint Strippers~Turpentine
Varnish

NEVER ACCEPTED!

Ammunition
Compressed fuel cylinders
Explosives
Fire Extinguishers
Freon
Latex Paint
Bio-hazard wastes
Radioactive materials
Water-based stains or caulks

Call for information on managing these items!

Jan-Dec
Monday-Friday
By Appointment Only!
Schedule an Appointment by Calling:
715-446-3101 X100

Other Services of the MCSWD

- Landfill disposal*
- Shingle recycling*
- Yard materials, brush & stumps drop off*
- Appliance recycling*
- Tire recycling*
- Lead-acid battery recycling
- Waste oil recycling
- Oil filter recycling*
- Electronics recycling*
- Lighting bulb recycling*
- Lithium & rechargeable battery recycling
- Scrap metal recycling
- Container and paper recycling
- Compost bins sales*
- Event recycling bin rental
- Waste reduction/recycling education
- Hiking & recreational trails
- Bird watching

Questions? Give us a call, check our website or
“Like” us on Facebook!

877-270-3989 (toll-free)

www.marathoncountysolidwaste.org



marathoncountysolidwaste

Marathon Co. Solid Waste Department
R18500 E. Highway 29
Ringle



2014 RECYCLING PICK-UP SCHEDULE

January

S	M	T	W	T	F	S
	1	2	3	4		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May

S	M	T	W	T	F	S
		1	2	3		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December

S	M	T	W	T	F	S
						1
2	3	4	5	6		
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

VILLAGE OF WESTON RECYCLING PROGRAM-2014

RECYCLABLES ARE TO BE SET OUT WITH THE REFUSE AND WILL BE PICKED UP ON THE SAME DAY AS REFUSE-ON ALTERNATING WEEKS. THE **SHADED WEEKS** INDICATE THE "PICK-UP WEEK" FOR YOUR AREA.

FOR FURTHER INFORMATION SEE OUR WEBSITE @ WWW.WESTONWISCONSIN.ORG OR CONTACT THE VILLAGE AT: PHONE: 715-359-6114 OR FAX: 715-359-6117

~~September 9, 2009~~ June 2014

Request for Proposals (RFP) For Solid Waste Management Services

Introduction

The City of Wausau, Marathon County, Wisconsin, is again seeking proposals for the provision of comprehensive, high-quality waste management services for all residential dwelling units within the City. These services shall include the collection and disposal of non-recyclable solid waste and the collection, processing and marketing of recyclable solid waste for a five (5) year period.

Two separate contracts with a different firm handling each of these two services will not be awarded. It is the intent of the City to execute with one firm only the two attached services agreements (Exhibit I and Exhibit II) for management of Wausau's recyclable and nonrecyclable household waste.

Proposals, which are a completed Exhibit III, shall be submitted no later than 4:00 p.m. on ~~Monday~~ Friday, September 21 ~~August 1~~ to ~~Joe Gehin~~ Brad Lenz, ~~Director of Public Works and Utilities~~ City Planner, City Hall, 407 Grant Street, Wausau, Wisconsin 54403. Sealed envelopes shall be clearly labeled "*Sealed Proposals for Waste Management Services*" with the contractor's name and address on the outside of the sealed envelope.

The City intends to enter into two agreements with a single, qualified and responsible firm for these services and is furnishing a copy of the two agreements attached to this RFP (Exhibit I entitled, "*NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT*", and

Exhibit II entitled, "*RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT*"). These agreements constitute the service specifications that shall be used by contractors to furnish a cost for "Grand Total Base 5 Year Proposal" (Exhibit III).

Cost will be a primary factor in awarding this service contract.

On Exhibit III the City is requesting that the annual recycling costs be separated from the non-recyclable costs on the Grand Total Base 5 Year Proposal form for purposes of preparing annual Department of Natural Resources grant application materials.

Background Information on Waste Management Services

Under the attached agreements (Exhibits I and II), the contractor shall collect non-recyclable waste and recyclables from each of ~~over 16,500~~approximately 17,000 residential housing units within the City of Wausau, including all apartment buildings and residential units within commercial structures, beginning on January 1, ~~2010~~2015. Garbage collection shall be weekly and recyclables shall be collected at least once every two weeks. The contractor shall be 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.

The City manages all yard waste collection and disposal operations.

The number of residential housing units within the City of Wausau ~~has increased from 15,678 units on January 1, 2005, to 16,504 units as of January 1, 2009~~in 2015 is estimated to be 16,790. This number is expected to increase to 17,371 in 2020. The attached agreement has provisions for compensating the contractor for annual increases in the number of residential units over the life of the contract (page 6, Exhibit I).

Comment [BL1]: Or could we simply use 17,000 for each of the 5 years?

The City has had most of its solid waste management services provided by a private contractor since the mid-1970s. Currently, ~~Veolia Environmental Services~~Advanced Disposal

provides these services to Wausau and the current contract will expire at the end of ~~2009~~2014. ~~In 2009, the complete recycling and trash collection and disposal services are being provided at a rate of \$7.65 per residential unit per month (\$91.80 per year per residential unit), with a total annual City-paid service fee of approximately \$1,500,000.~~ This includes collection at all single-family, two-family and multi-family residential structures in the City and waste management at a variety of City-owned facilities listed on Pages 1 and 2 of Exhibit I.

Exhibit V shows the tonnage of solid waste and recyclables collected by ~~Veolia-Advanced Disposal~~ under the current collection contract for each year from 2005 through 2008. Currently, all nonrecyclables are transported to a private, Veolia-owned landfill, Cranberry Creek Landfill. This facility is located on the northwest side of the City of Wisconsin Rapids, approximately 50 miles south of Wausau. Closer to Wausau, Marathon County government operates a landfill in the Town of Ringle, approximately 15 miles from the City of Wausau. ~~As of January 1, 2010, the County Landfill tipping fee will be \$30.60 per ton which includes the recently enacted \$7.10 per ton Wisconsin State excise taxes. The County has guaranteed this rate for the entire 5-year period of this contract. Costs for additional State or Federal excised taxes are addressed on Page 6 of Exhibit I.~~ Additional information about the County landfill is available at the following website:

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

It is estimated that Veolia's vehicles log 5,500 miles per month to provide the complete recycling and trash collection and disposal services for the City.

The City currently does not provide plastic carts to residents for nonrecyclable waste collection. However, many residents and apartment building owners do rent these carts from ~~Veolia-Advanced Disposal~~ for a monthly fee paid by the cart user. In addition, some owners of apartment structures contract directly with ~~Veolia-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 ~~\$7.65 per residential unit per~~

Comment [BL2]: Does Finance Dept. have more recent numbers?

Comment [BL3]: Do we talk to Meleesa about this, or just leave it out?

month to Veolia collection fee for the living units in those apartment buildings as part of the contract.

Currently, most 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, all recyclables collected in the City are transported to the Portage County Materials Recovery Facility which is located approximately 30 miles south of Wausau. More information on this operation is available at:

<http://www.co.portage.wi.us/solidwaste/materialrecovery.htm>

The contractor is not required to use the Portage County Facility and may market the recyclables in any manner acceptable to the Wisconsin Department of Natural Resources. The City is open to other recycling options such as more refined source separation methods to increase the marketability of material. This will be further discussed with the contractor selected to provide service.

A map showing the location of all residential units in the City and the general number of units per residential lot is available upon request.

Program Design

It is the intent of the City to obtain cost proposals for solid waste management based upon the two attached agreements (Exhibit I and II). All contractors must submit a completed and signed Exhibit III as their proposal so that the City may make an “apples-to-apples” comparison of haulers providing service similar to what the City is currently receiving.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

In addition to a proposal following the attached agreements, the City also requests a proposal (Exhibit IV) for fully automated (i.e., carted) service for both recyclable and

~~non-recyclable waste, with the option for citizens to down-size their non-recyclable container for a lesser charge. The City is interested in a fully automated pay-as-you-throw service and would like to compare the cost of this option to its current service. will entertain alternative proposals such as carted service; recycling collection on a weekly basis; sharing the risk for marketing recyclable; etc. However, the contractor must first provide an "apple-to-apples" proposal by completing Exhibit III and then provide extensive details on any alternative service proposals. The City reserves the right to reject any and all alternative service proposals. The frequency of collection and many other details from Exhibits I and II would remain the same in this "alternate" option, but the key differences would be:~~

- ~~• The hauler would provide each household with two distinguishable 95 class carts – one for recyclables and one for non-recyclables~~
- ~~• The hauler would own the carts and be responsible for their maintenance~~
- ~~• Citizens would have the option to request smaller carts and be charged a lesser fee accordingly~~
- ~~• Citizens would be given the option to schedule special pick-ups, for a fee, outside the normal, weekly collection for large items or excess trash.~~

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Bulleted + Level: 1 + Aligned at: 0.76" + Indent at: 1.01"

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Proposal Delivery Procedures

Sealed proposals shall be delivered to the ~~Office of the Director of Public Works and Utilities,~~ Engineering Department, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, by no later than 4:00 p.m. on ~~MondayThursday, September 21~~July 31st. Sealed envelopes shall be clearly labeled "*Sealed Proposal for Waste Management Services*" with the following information on the outside of the sealed envelope: Contractor's Name and Address. Proposals will be opened at a public meeting at 4:30 p.m. on ~~MondayThursday, September 21~~July 31st -in the Common Council Chambers of Wausau City Hall.

Formatted: Superscript

Contractors shall furnish one (1) original copy of the completed and signed "Grand Total Base 5 Year Proposal" (Exhibit III) and one original copy of the alternative option (Exhibit IV). ~~These is single~~ pages constitutes the entire

services proposal. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the ~~Director of Public Works and Utilities~~City Planner at the above location.

In Column "A", the contractor should enter the total annual cost to the City for all nonrecyclable waste collection and disposal services. In Column "B", the contractor should enter the total annual cost to the City for all recyclable waste collection, processing and marketing services. In Column "C", the contractor should show the cost per month for adding each new residential unit to the two collection programs for each year. (This cost will probably be around \$7 to \$8 per unit per month.) If the contractor is NOT proposing to dispose of nonrecyclable waste in the Marathon County landfill, an annual amount should be shown in Column "D" which represents the City's additional annual cost should the City elect to direct the contractor to dispose of our waste at the Marathon County landfill.

Comment [BL4]: Keep this in?

Proposals received prior to the time of opening will be securely kept, unopened, until 4:30 p.m. on ~~Monday, September 21, 2009~~Thursday, July 31, 2014. The City is not responsible for any proposal which does not reach the ~~Director of Public Works and Utilities~~City Planner by 4:00 p.m. on ~~Monday, September 21, 2009~~Thursday, July 31, 2014. Proposals arriving after the above-specified time, whether sent by mail, courier, or in person, will not be accepted. These proposals will either be refused or returned unopened. It is the contractor's responsibility for timely delivery, regardless of the method used. Mailed proposals which are delivered after the specified time will not be accepted, regardless of the postmarked date or time on the envelope.

Facsimile (fax) machine-transmitted proposals will not be accepted, nor will the City transmit RFP documents to prospective contractors by way of a facsimile machine except for any addenda that may be issued.

Withdrawal of a Proposal

Once submitted, a proposal shall not be withdrawn.

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 or has failed to be pre-qualified.

Proposal Opening Procedures

The opening of all proposals shall commence at 4:30 p.m., after the delivery time and date stated above, in the First Floor Common Council Chambers of Wausau City Hall, 407 Grant Street, Wausau, Wisconsin. All prices shall be publicly read and posted. All potential contractors and the public may attend the proposal opening. The City shall then take all proposals under review. It is the intent of the City to award the contract for the waste management services on ~~September 22, 2009~~[August 1, 2014](#).

Competency of Contractors

Pre-Qualification Procedures. Contractors who were not previously qualified to submit a proposal in July, 2009 shall submit a completed Pre-qualification Statement form (Exhibit VII) for solid waste management services and related required information. The complete information shall be submitted to ~~Joe Gehin, Director of Public Works and Utilities~~[Brad Lenz, City Planner](#), City Hall, 407 Grant Street, Wausau, Wisconsin 54403 by 8:30 a.m. on ~~September 17, 2009~~[July 25, 2014](#). This information may be dropped off in person or mailed. The Board of Public Works will review any new statements of pre-qualification in closed session on ~~September 17~~[July 25](#) and will notify any new contractors if they are qualified by 11:00 a.m. on ~~September 21~~[July 29](#).

Comment [BL5]: ?

All information requested as part of the pre-qualification process will be kept by the City in 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 quality services are allowed to submit proposals. Contractor pre-qualification statements will be reviewed to ensure they meet minimum standards and points will be awarded based upon strengths in the following areas:

- Litigation and regulatory compliance — maximum 10 points,
- Financial strength — maximum 10 points,
- Successful experience with other communities and customer references — maximum 30 points, and
- Business plan adequacy — maximum 15 points.

The second phase of the rating will take place after proposals are received and pricing is known. The points earned in pricing (35 maximum) will be combined with the pre-qualification points and the contractor with the highest total points will be recommended for the contract. This method balances the qualifications of the contractor with price.

The Common Council may consider other methods of contract award such as low price, contractor interviews, or other methods in actually awarding the contract.

City Right to Reject Any Proposal

The City reserves the right to reject any and all proposals or 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, and in furtherance of the general health, safety, and welfare of, the City of Wausau.

Drafted: ~~September 9, 2009~~ June 5, 2014

Revised:

~~REVISED Request for Proposals for Solid Waste Management Services September--2009~~ RFP for Solid Waste Management Services June 2014

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.

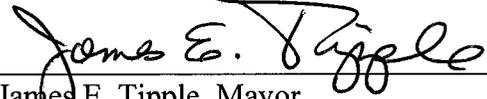
CONTRACTOR:

Veolia ES Solid Waste Midwest, LLC

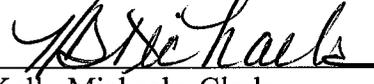


David E. Sonnentag
Regional Manager

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

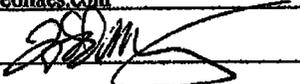
June 15, 2009

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 curbside. 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.

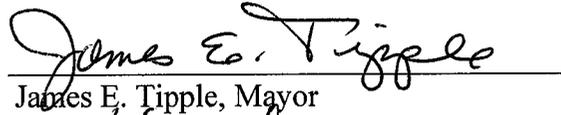
CONTRACTOR:

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

Wausau Window and Wall Development Agreement Terms

1. Agreement Dated August 20, 2007 between the City of Wausau and Scannell Properties #92 LLC.

Scannell Obligations:

- Construct 370,000 square foot facility non-tax-exempt facility by October 31, 2008
- Intend to employ approximately 450 workers by September 1, 2009
- Minimum Taxable Value of \$19,000,000 before December 31, 2008
- Provide Appraisal not later than December 31, 2008 or other evidence of value
- Beginning in 2009 pay Guaranteed Tax Increment, if applicable
- May not petition for a decrease in assessed valuation
- Maintain site in good order and condition
- Maintain necessary insurance

City of Wausau Obligations:

- Provide 20 acre option for 10 years at a price of \$21,250 per acre
- Contribute \$2,957,000 to the project

2. Agreement Dated March 29, 2011 between the City of Wausau and Wausau Window and Wall Systems

Wausau Window and Wall Obligations:

- Obtain re-zoning for property from M2 to B Commercial
- Clear site including black top surfaces and maintain as grass land
- Sale proceeds in excess of \$1.2 million shall be split equally between WWW and City of Wausau to a maximum amount of \$400,000

City of Wausau Obligations:

- Reimburse demolition and clearing costs of no more than \$400,000

AGR #
1395

CITY OF WAUSAU TID #5 DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into this 20th day of August, 2007, by and among the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Scannell Properties #92, LLC, an Indiana limited liability company, hereinafter referred to as "Scannell."

RECITALS

WHEREAS, on July 8, 1997, and as amended on July 10, 2001, the Common Council of the City of Wausau adopted and authorized the expenditures for a tax increment finance district known as TID 5, which TID anticipated industrial park development in City's west industrial park; and

WHEREAS, Scannell desires to construct a building in TID 5 of approximately 370,000 square feet, with a fair market value of at least \$19 million, inclusive of building and land, and Scannell's tenant intends to employ approximately 450 workers; and City shall provide for acquisition of land, and provide sewer and site improvements, and provide for consideration for other improvements which acquisition and site improvements shall total approximately \$2,957,000.00; and

WHEREAS, the City's use of tax incremental financing is the necessary catalyst to enable Scannell to undertake and complete its development; and

WHEREAS, Scannell intends to complete this project by no later than October 31, 2008, and Scannell's tenant intends for the approximately 450 total workers to be employed by September 1, 2009; and

WHEREAS, City believes that this development within TID 5 is in the vital and best interests 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 TID was undertaken and implemented; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of City, Scannell, in order to cause the construction and development of said improvements within TID 5.

NOW, THEREFORE, it is hereby agreed as follows:

I. DEFINITIONS

As used in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section I. In addition, certain terms are defined elsewhere in the body of this Agreement.

“City” means the City of Wausau, Wisconsin.

“Contribution” means funds from the City’s tax increment program in the amount of \$2,956,977.00. Notwithstanding any other terms or provisions in this Agreement to the contrary, the City shall have no obligation to contribute funds in excess of said amount.

“Conveyance Date” means the date title to the Development Site is conveyed to and accepted by Scannell.

“Development Site” has the meaning set forth in Section II.A of this Agreement.

“Force Majeure” means any one or more of the following: any acts of God, casualty, accident, breakage, repairs, energy shortages, the act, neglect or default of the other party to this Agreement, unusually adverse weather conditions, or any other event, circumstance or occurrence beyond the applicable party’s reasonable control.

“Industrial Use Project” means the building and related improvements to be constructed by Scannell on the Development Site, as described in the Project Plan.

“Minimum Taxable Valuation Amount” means \$19,000,000.00.

“Project Plan” means the project plan for the development of TID 5, approved by the Common Council of City on July 8, 1997, as it has been amended and may be amended from time to time pursuant to the Tax Increment Law.

“Tax Increment Law” means Section 66.1105 of the Wisconsin Statutes, as amended.

“Term” means the term of this Agreement, which will be 15 years from the date of this Agreement.

“TID 5” has the meaning set forth in the first Recital to this Agreement.

II. FACTORY DEVELOPMENT

- A. In consideration of the City contributions as set forth below, Scannell shall use the Contribution in the amounts and for the purposes specified below to assist land acquisition, site preparation, construction and installation of facilities as described below for the industrial development site (hereinafter referred to as “Development Site,” all more particularly described on “Exhibit A.”
- B. Scannell shall construct or cause to be constructed the Industrial Use Project, which shall be a new, non-tax-exempt (i.e., subject to *ad valorem* real estate taxes, sometimes referred to herein as “taxable”) industrial factory building and adjacent parking lot and other improvements on the Development Site, substantially as shown on “Exhibit A,” with a total value of the land and all “taxable permanent improvements” (building and land) of not less than \$19 million before

December 31, 2008; that this figure shall be the taxable amount attributed to the City tax levy—exclusive of any manufacturing or other value taxed by the state.

1. Scannell shall provide or cause to be provided either an M.A.I. appraisal or other evidence of similar validity to an M.A.I. appraisal to City not later than December 31, 2008, to demonstrate the valuation of the land and taxable permanent improvements at the Development Site, or in the alternative, provide to the City assessor evidence of an agreed upon taxable valuation of at least the Minimum Taxable Valuation Amount.
- C. Starting in 2009, for each year during the Term that the valuation of the land and taxable permanent improvements at the Development Site is less than the Minimum Taxable Valuation Amount, Scannell shall pay City a sum equal to that amount of tax increment payable upon the Minimum Taxable Valuation Amount, less the amount of tax increment that is actually paid based on actual value of the Development Site, including the land and permanent improvements. “Tax Increment” is defined as the amount of real property tax levied by all taxing jurisdictions on the value of the land and taxable permanent improvements on the Development Site. Any payments to be made pursuant to this paragraph C shall hereinafter be referred to as the “Guaranteed Tax Increment.” Said payments shall be due January 31 of the year the taxes for the Industrial Use Project are required to be paid, and every year thereafter during the Term; provided, however, that Scannell may elect to pay the Guaranteed Tax Increment in three (3) equal installments, on or before January 31, April 30 and July 31 of each year. It is the intent of this paragraph C that starting in 2009, and continuing thereafter during the Term, if the assessed value of the improved Development Site for real estate tax purposes does not equal or exceed the Minimum Taxable Valuation Amount, then Scannell will be obligated to pay to the City (in addition to payment of its regular real estate tax obligation) an amount equal to the additional real estate taxes that would have been due and payable if the assessed value of the Development Site (and improvements) equaled the Minimum Taxable Valuation Amount.

Interest shall accrue on delinquent unpaid amounts due and owing in the amount of one and one-half percent (1-1/2%) per month.

- D. If the construction of the Industrial Use Project has not commenced by December 31, 2008, Scannell shall repay to City all money expended by City for acquisition and site improvements, up to and including \$2,956,977. If the construction of the Industrial Use Project has commenced but has not been substantially completed by December 31, 2008, as said date may be delayed as a result of Force Majeure, Scannell shall nonetheless be obligated to pay the Guaranteed Tax Increment.

III. CITY TIF FUNDS

In consideration of the above, City agrees to provide the Contribution to Scannell in the amounts, for the purposes specified, and the specified times, as set forth on "Exhibit B," attached hereto, to assist land acquisition, utility installation, and site preparation, and other construction and installation of facilities all described on "Exhibit B." The Contribution shall be disbursed to Scannell by multiple advances within twenty (20) days after receiving draw requests from Scannell or Scannell's general contractor, which draw requests are to be submitted on a monthly basis following commencement of construction, until the entire amount of the Contribution has been advanced. Scannell's anticipated draw schedule is attached hereto as "Exhibit C".

IV. SPECIFIC REQUIREMENTS

- A. Scannell shall convey to City, for one dollar, the approximate westerly twenty (20) acres of the "Schmidt" property (hereinafter "the Option Property"), approximately described and delineated on Exhibit "A". Scannell shall have its surveyor complete, and deliver to City, a new metes and bounds survey of the Option Property within 30 days of the execution of this Agreement.
- (a) The City hereby grants to Scannell, as the owner of the Development Site, an option to purchase (the "Option") the Option Property at a price equal to \$21,250.00 per acre and for a period of ten (10) years, which Option may be exercised by Scannell at any time during such 10-year period by delivering written notice to that effect to the City from both the fee owner of the Development Site (currently Scannell) and, if different from the fee owner, the tenant of the Development Site (initially to be Apogee Wausau Group, Inc.). If the Option is not exercised by the expiration of said ten (10) year period, it shall lapse and be deemed waived.
- (b) The Option shall run in favor of Scannell and its successors as owner of the Development Site and may not be separately assigned by Scannell or said successors, and shall run with the land. At the request of either party, the parties shall execute and deliver a recordable memorandum of the Option.
- (c) Any other terms or provisions herein to the contrary notwithstanding, the City shall not plat or subdivide the Option Parcel without the prior written consent of Scannell.
- (d) Any deed restrictions or other restrictive covenants imposed by the City on the Option Parcel shall be in the form of "Exhibit D" attached hereto.
- B. Scannell shall submit to City the plans and specifications for the site and any improvements, and shall identify the general contractor, no later than October 1, 2007 subject to Force Majeure.

- C. Scannell shall pay all project costs, other than those specifically agreed to be paid by the City in this Agreement, which costs shall include but not be limited to building and any other permits required for the project; Scannell shall insure that this Industrial Use Project and the development, maintenance and operation thereof comply with all applicable federal, state, and local zoning, building, parking, and other applicable statutes, regulations, codes, ordinances, and other laws. Specifically, all of the City's required deed restrictions in the form of "Exhibit D" attached hereto and property descriptions shall be included in any conveyance and lease, and City specifically does not waive any of its regulations, codes, ordinances, or other laws by this Agreement.
- D. Neither Scannell nor any successors-in-interest as owners of the Development Site shall, at any time prior to the termination or expiration of the tax incremental district or of this Agreement, petition, City, the County of Marathon, the Wisconsin Department of Revenue, or any other taxing, assessing or other governmental authority, for a decrease in the assessed value of the improvements or any parts thereof, unless owner in good faith believes that such assessed value exceeds the fair market value, and only upon prior written notice to City.
- E. Scannell and any successors-in-interest shall maintain all portions of the Development Site in reasonably good order and condition.
- F. Scannell and any successors-in-interest shall obtain and maintain (or cause to be obtained and maintained) such insurance in respect of the development and operation of the Development Site as contemplated by this Agreement, in such amounts as are customarily obtained and maintained with respect to developments and operations of like size and character, including, without limitation, (a) casualty insurance covering owner's improvements, equipment, and other personal property at the Development Site, (b) commercial general liability insurance, and (c) contractor's multiple perils Builders risk insurance.
- G. Not more than once per calendar year during the Term, the City may request of Scannell or any successor-in-interest a report concerning progress toward completion of the project and concerning the work force employed at the site, separately measuring full-time-equivalent jobs continued and created. Scannell or such successor-in-interest shall provide the report to the City within sixty (60) days after each such request. The parties acknowledge that market factors, technology and other factors will influence and affect the number of jobs at the Industrial Use Project and that the failure to achieve or sustain the employment figure referred to in the Recitals of this Agreement shall not be a default under this Agreement.
- H. During the Term, Scannell and any successor-in-interest will cooperate in any reasonable way requested by City to accomplish the purposes of this Agreement, provided that such cooperation is at no cost or expense (other than the obligation described above to pay the Guaranteed Tax Increment).

- I. Except as set forth below, neither the improvements nor the Development Site may be sold, transferred or conveyed without the express written consent of City and approval by the Common Council of City, until such time as substantial completion of the Industrial Use Project has been achieved. Thereafter, sale, conveyance, or transfer may be made, provided that the party to whom sale, transfer, or conveyance is made is not a nonprofit organization, a government entity, or other entity that will cause the Development Site to be exempt from *ad valorem* property taxes and such party expressly agrees in writing to the terms and provisions of this Agreement or is otherwise bound by the terms of this Agreement, and deed restrictions and conditions that require compliance with this Agreement. Notwithstanding the foregoing, (i) Scannell shall have the right to sell, transfer or convey the Development Site to Apogee Wausau Group, Inc. and (ii) Scannell may, in its reasonable discretion, convey the Development Site to its lender or the Development Site may be conveyed in a foreclosure action, all without obtaining the consent of City. In addition, the conveyance of the Development Site by Scannell's lender shall not require the consent of City.
- J. Right of Entry. During construction of the improvements, City shall have the right to have its buildings inspectors (or the representatives of those agencies authorized to enforce applicable building codes) enter upon the Development Site at any time upon reasonable prior notice for the purpose of inspecting, construction, making surveys, and conducting tests and measurements, if and to the extent permitted by applicable codes, ordinances, statutes or other laws. The City shall not interfere with development or construction of the Development Site, except to the extent necessary in the ordinary course of enforcing code compliance by Scannell. Upon completion and occupancy of the improvements, such representatives of City shall have the right to enter upon the Development Site as provided by City ordinance or state statutes and regulations.
- K. Indemnification; Environmental. Scannell shall indemnify, hold harmless, and defend City and its officials, officers, agents, and employees (collectively, the "Indemnitees") from any and all liability, suits, actions, causes of action, claims, demands, losses, costs, damages, and expenses of any kind whatsoever, including but not limited to liability, damages, and expenses in connection with the loss of life, personal injury, or damage to property, or any of them (the "claims") brought because of injury or damages received or sustained by any person, persons, or property on account of or arising out of the construction or operation of the Industrial Use Project or occupancy of the Development Site, caused wholly or to the extent caused in part by any negligent act or negligent omission of Scannell, its agent, employees, partners, tenants, contractors, subcontractors, or invitees, or at any time after the Conveyance Date occurring on or in Industrial Use Project and/or the Development Site, except to the extent caused by the negligence or willful misconduct of any one or more of the Indemnitees. This requirement shall apply with equal force to all work performed by Scannell, and any architect, contractor, subcontractor, or any other party employed directly or indirectly or

retained by Scannell to perform work or supply materials relating to the construction, operation, or maintenance of the Industrial Use Project or the Development Site. Scannell will further indemnify, hold harmless, and defend City as provided herein from any claims, causes of action, suits, or governmental or administrative proceedings arising from the presence of any hazardous waste or substance as defined in any applicable state or federal law at the Development Site, or adjoining land if such substance or waste migrated thereto from the Development Site, or within the Industrial Use Project, if and to the extent such hazardous waste or substance was disposed, released or migrated from the Development Site after the Conveyance Date. In the event that any claim arises under this Agreement for which indemnification is required, each of the applicable Indemnitees shall tender the claim to Scannell immediately after (i) service of process of any pleading asserting a claim, or (ii) receipt of written notice a claim by the Indemnitee. Upon receipt of such tender (a "Tender") Scannell shall provide each of the applicable Indemnitees with written notice of the acceptance of the Tender and shall thereafter defend any such claim with counsel of Scannell's choice. Scannell shall have the sole authority to settle any claim in Scannell's sole discretion, provided that any such settlement shall not require any of the Indemnitees to pay money, assume or admit liability, undertake any material act or obligation, or agree to refrain from undertaking any act or obligation, unless expressly agreed by the applicable Indemnitees. Scannell's obligations under this subparagraph will survive the termination or expiration of the Tax Incremental District and this Agreement.

L. Warranties of Developer. Scannell represents and warrants to City as follows:

1. That Scannell is an Indiana limited liability company, duly organized and existing under the laws of the State of Indiana and in good standing under the laws of the state; and that all proceedings of Scannell necessary to authorize the negotiation and execution of this Agreement and the consummation of the transactions contemplated by this Agreement have been taken in accordance with applicable law.
2. That this Agreement and all other documents required to be executed and delivered by Scannell pursuant hereto, have been and will be duly and validly authorized, executed, and delivered by Scannell, and will be enforceable against Scannell in accordance with their terms.
3. That the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered, or acknowledged by Scannell pursuant thereto, will not violate any provision of Scannell's articles of organization, or its bylaws, or any other contract, agreement, court order, or decree to which Scannell may be subject.

V. FINDINGS AND DECLARATIONS

City. City makes the following findings and declarations:

- A. The Development Site lies within TID 5 and is both suitable for an industrial site and has been zoned for industrial use under the Tax Increment Law as evidenced by the Project Plan for TID 5.
- B. The Contribution is for project costs under the Tax Increment Law. The Contribution is a payment that is necessary or convenient to the creation of TID 5 and that is made to implement the Project Plan and effectuate its purposes. The Contribution is a grant to a developer of land that is located in the TID 5, and it reimburses costs of public works or improvements described in the Project Plan, including costs of acquiring land, providing roadways, clearing, grading and filling land. The parties to this Agreement specifically agree that this document constitutes the “Development Agreement” required by Wisconsin Statutes Section 66.1105(2)(f)2.d. with regard cash grants.
- C. The Contribution serves a public purpose by promoting industrial development, enhancing City’s tax base, promoting employment opportunities, inducing appropriate development of the Development Site, and encouraging development of nearby parcels.
- D. The amount of the Contribution is the amount determined by City to be necessary to induce the Industrial Use Project.
- E. City is undertaking the Industrial Use Project to fulfill purposes of the Tax Increment Law.
- F. City is making the Contribution to benefit the community at large and does not expect any direct benefit from the Contribution. The Contribution is not compensation for any specific quantifiable service.
- G. The Agreement is necessary and convenient to implement the provisions and effectuate the purposes of the Project Plan.

Scannell. Scannell declares that “but for” the Contribution it would not undertake the Industrial Use Project.

VI. GENERAL REQUIREMENTS

- A. Parties and Interests. This Agreement is made solely for the benefit of the parties to this Agreement and their permitted assignees, and no other person, partnership, association, company, corporation, or other party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

- B. Assignment of Rights Under this Agreement. Scannell may assign its rights under this Agreement to a lender as collateral security for a loan. Otherwise, no party may assign its rights under this Agreement without the written consent of the other party; provided, however, that Scannell shall also have the right to assign its rights under this Agreement to Apogee Wausau Group, Inc. without obtaining the consent of the City. Further, after the Industrial Use Project has been substantially completed, there shall be no restrictions on transfer or assignability by the owner thereof, provided that the transferee or assignee assumes the obligations under this Agreement for the duration of the Term.
- C. No Personal Liability. Under no circumstances shall any officer, official, director, commissioner, agent, or employee of (i) City, (ii) the Community Development Authority of the City of Wausau, or (iii) Scannell have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- D. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- E. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- F. Amendment. No modifications, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by both parties to this Agreement.
- G. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.
- H. Exhibits. The Exhibits referred to in this Agreement (namely, Exhibits A, B, C and D are attached to and are a part of this Agreement.
- I. Approximations. Any dimensions, areas, and volumes set forth in the Exhibits are preliminary and tentative. Before the legal description of any parcel is made final, each party reserves the right to make minor changes in such dimensions, areas, and volumes to best accommodate and facilitate the purposes of this Agreement.
- J. Nondiscrimination. No portion of the Industrial Use Project shall be undertaken, operated, or transferred in a manner to permit discrimination or restriction on any basis prohibited by applicable law, and the Industrial Use Project shall be undertaken, operated, and transferred in compliance with all applicable laws, ordinances, and regulations relating to discrimination.

- K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties entering into it and their respective successors and assigns, and shall be a covenant running with the land with respect to the Development Site. If title to the Development Site is conveyed by Scannell (or any subsequent transferor), the transferee (and any future transferees) acquiring title to the Development Site shall be obligated to comply with the terms and provisions of this Agreement for the duration of the Term. Upon the effective date of any such transfer, Scannell (or subsequent transferor, as applicable) shall be released of liabilities and obligations thereafter arising under this Agreement.
- L. Recording. The parties shall enter into a memorandum or short form of this Agreement, and either party may record the same in the office of the Register of Deeds for Marathon County, Wisconsin.
- M. Copy to be Sent to Joint Review Board. City shall send a copy of this Agreement to the Joint Review Board for the Tax Incremental District.
- N. Notices. All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (1) when hand delivered to the address below, (2) when transmitted by facsimile or electronic mail to the number below with electronic confirmation of receipt, or (3) two business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes.

Address of City:

City of Wausau
Attention: Ms. Kristen Fish
Assistant Community Development Director
407 Grant Street
Wausau, WI 54403
Fax: (715) 261-6626
Email: kfish@mail.ci.wausau.wi.us

Address of Developer:

Scannell Properties #92, LLC
800 E. 96th Street, Suite 175
Indianapolis, IN 46240
Fax: (317) 843-5957
Email: doug1@scannellproperties.com

With a copy to:

Apogee Wausau Group, Inc.
Attention: General Counsel
1800 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, MN 55431

- O. Severability and Savings Clause. If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of City, including, but not limited to, its powers under the Tax Increment Law, the Industrial Use Act, the Blighted Area Law (Section 66.1331, Wis. Stats.), the Blight Elimination and Slum Clearance Action (Section 66.1333, Wis. Stats.), and the Community Development Authority statute (Section 66.1335, Wis. Stats.), to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975, § 4 and Sections 66.1331(15), 66.1335(7), and 66.1337(7)(c), which provide that each of those statutes should be construed liberally to effectuate their purposes.
- P. Enforcement; Nonwaiver. If proceedings are initiated to cure an alleged default or to enforce this Agreement, the prevailing party in such proceedings shall be entitled to reimbursement from the other party plus reasonable attorneys and associated costs and disbursements incurred in such proceedings.

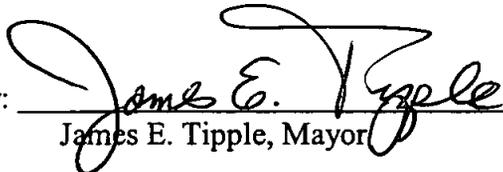
The rights and remedies of the parties to this Agreement, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event or default or breach or any of its remedies for any other event of default or breach by any of the parties.

Any delay or failure by either party in instituting or prosecuting any action or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way, nor shall any waiver in fact made by either party with respect to any specific default by the other party under this Agreement be considered or treated as the waiver of the rights of said nondefaulting party with respect to any other defaults by the other party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

- Q. Time of Essence. Time is of the Essence in the performance of each and every obligation set forth in this Agreement.
- R. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the matters described herein.
- S. Force Majeure. Except with respect to payment obligations under this Agreement, if either party fails to perform any obligations hereunder in a timely manner, said party shall not be deemed to be in default hereunder if and to the extent said party has been prevented or delayed from performing as a result of Force Majeure.
- T. Opportunity to Cure. Except with respect to payment obligations under this Agreement, neither party shall be deemed to be in default under this Agreement unless said default continues for a period of thirty (30) days after receiving notice of the default from the other party, or for such longer period as is reasonably necessary to cure the default if cure has been commenced within said thirty (30) day period and is being diligently prosecuted.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers, all as of the date of this Agreement.

CITY OF WAUSAU

By: 
James E. Tipple, Mayor

Attest: 
Maryanne Groat, Deputy Clerk

SCANNELL PROPERTIES #92, LLC

By: 
Name: Douglas H. Snyder
Title: Manager

EXHIBIT A
The Development Site Description and Depiction;
and the Schmidt Property Description and Depiction



Development Site



- Legend
- Municipal S
 - Parcels
 - Lakes/Pond

Scale: 1" = 750 feet

8/10/2007
AN

Wausau Window and Wall Systems
Property and Site Related Cost Estimate
July 18, 2007

I. Developer – Paid CostsA. Property Due Diligence surveys, Engineering and Testing

1. Phase I Environmental Report	\$ 5,000
2. Geotechnical Investigation Reports	\$ 8,400
3. Property Surveys ALTA	\$ 12,000
4. Topographic Survey	\$ 7,800
5. Site Engineering	\$ 42,500
6. Platting Documents & Fees	\$ 2,750
7. Engineering Inspections	\$ 3,500
8. Site Testing Fees	\$ 16,000
9. Legal Fees (Site)	\$ 20,000
10. Land acquisition (Schmidt Property)	\$ 849,750
11. Title Insurance (Land)	\$ 1,500

Subtotal	\$ 969,200
----------	------------

II. Contractor – Paid CostsB. Earthwork

1. Mobilization	\$ 19,350
2. Surveying Layout	\$ 12,355
3. Erosion Control including Maintenance	\$ 38,923
4. Clearing Grubbing	\$ 43,335
5. Strip Topsoil	\$ 54,688
6. Mass Excavation Cut/Fill (includes retention)	\$ 238,490
7. Export Excess Fill Material	\$ 416,051
8. Export Excess Topsoil	\$ 50,469
9. Rock Excavation/Blasting	\$ 360,650
10. Rock Area Sand Bed	\$ 105,904
11. Building Pad Granular Fill	\$ 309,389
12. Temporary Access	\$ 15,317
13. Dewatering and Temporary Drainage	\$ 12,810
14. Detention Basin Filter & Breaker Rock	\$ 68,211
15. Grading	\$ 68,267

Subtotal	\$ 1,814,209
----------	--------------

C. <u>Perimeter Wetlands Protection</u>	\$ 22,890
---	-----------

D. <u>Retaining Walls to Avoid Wetlands</u>	\$ 73,275
---	-----------

E. <u>Demolition of the Existing Road and Add Additional Access</u>	\$ 20,950
---	-----------

F. Move Building to Avoid Wetlands

1. Access Road Grading Pavement	\$ 46,325
2. Longer Sanitary Sewer	\$ 3,815
3. Longer Water Line	\$ 4,905
4. Longer Elec/Telephone Conduits	\$ 1,308

Subtotal	\$ 56,353
----------	-----------

Grand Total, A through F	\$ 2,956,877
---------------------------------	---------------------

EXHIBIT B

Description of Purposes and Uses of the Contribution

"EXHIBIT C"

Anticipated Draw Schedule

9/1:	\$70,450
10/1:	\$1,175,537 (contains cost for the purchase of the Schmidt Property)
11/1:	\$892,307
12/1:	\$493,876
1/1:	\$104,012
2/1:	\$135,460
3/1:	\$85,235
Total:	\$2,956,977

EXHIBIT D

Deed Restrictions

**DEED RESTRICTIONS FOR
WAUSAU WEST BUSINESS AND INDUSTRIAL PARK**

1.) GRANTEE shall commence construction within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

2.) In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property ("Repurchase Option"). "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade. CITY shall exercise the Repurchase Option, if at all, by delivering written notice to that effect to GRANTEE within seven (7) days after the expiration of said one (1) year period. Any failure by CITY to exercise the Repurchase Option within said seven (7) day period shall be deemed to be a waiver by CITY of said right. Action on the Repurchase Option shall be by resolution adopted by the Common Council of CITY. If the Repurchase Option is exercised, conveyance to CITY shall be by warranty deed, free and clear of all liens or encumbrances created by act or default of GRANTEE.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY (an "Offer Notice") and CITY shall have a right of first refusal, meaning the option of repurchasing the land (or applicable portion thereof) at a price and terms acceptable to GRANTEE, in GRANTEE'S sole discretion, offered to GRANTEE, as seller, by a prospective buyer (the "ROFR").

Any Offer Notice to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk, or may be personally delivered to the Office of the City Clerk. GRANTEE shall have no obligation to deliver any Offer Notice to CITY with respect to any offers by prospective buyers that GRANTEE does not intend to accept. Any Offer Notice to CITY may be based on a signed term sheet or letter of intent, or based on a purchase and sale agreement, at GRANTEE'S option.

CITY shall have seven (7) days after delivery of the Offer Notice to exercise the ROFR. If the ROFR is not exercised by CITY by delivering written notice to that effect to GRANTEE within seven (7) days after delivery of the Offer Notice, CITY shall be deemed to have waived the right to do so, in which event, the ROFR rights under this instrument shall be deemed terminated and of no further force or effect. Action on the ROFR shall be by a resolution adopted by the Common Council of CITY. If the ROFR is exercised, conveyance to CITY shall be by deed, subject to liens and encumbrances as set forth or referred to in the Offer Notice. If

CITY timely exercises the ROFR, then CITY and GRANTEE shall promptly enter into an agreement based on the terms and provisions set forth or referred to in the Offer Notice.

The ROFR is intended to apply only with respect to offers made by independent third-party purchasers. The ROFR shall not apply with respect to conveyances, transfers or sales (i) by GRANTEE to any persons or entities related to or affiliated with GRANTEE, including, but not limited to, any entity controlling, controlled by, or under common control with GRANTEE; (ii) in connection with a merger or consolidation involving GRANTEE and one or more other entity; (iii) that include more than just said land and improvements to said land, such as the sale of the business operating on and in said land and improvements, and/or the sale of said land and improvements bundled with other real property and/or other assets of GRANTEE; or (iv) involving any mortgagee of all or any part of said property, including but not limited to any deed or similar transfer in lieu of foreclosure, or any transfer by any mortgagee to any third party after said mortgagee acquires title to said property by foreclosure or deed or similar transfer in lieu of foreclosure. In addition, the ROFR shall not apply to any conveyance, sale or transfer to Apogee Wausau Group, Inc. or any entity controlling, controlled by, or under common control with Apogee Wausau Group, Inc.

The Repurchase Option and the ROFR run with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document. Notwithstanding any other terms or provisions herein, the ROFR shall terminate fifteen (15) years after the date hereof. Neither the Repurchase Option nor the ROFR are assignable by CITY. Any purported assignment by CITY shall be null and void, at GRANTEE'S option. Time is of the essence with respect to both the Repurchase Option and the ROFR.

3.) No building or driveway shall be constructed or erected, nor any addition made to the exterior of a building, until plans showing the nature and location on the site of the proposed improvements are approved in writing by the Economic Development Committee of the CITY or its successor committee, which approval shall not be unreasonably withheld, conditioned or delayed, and said committee shall not reject any submittal by GRANTEE in an arbitrary, capricious or discriminatory manner. If not expressly rejected in writing within seven (7) days after submittal, said committee shall be conclusively deemed to have granted its approval. To be effective, any rejection by said committee shall include a detailed description and explanation of the basis for rejection, to provide reasonable and adequate guidance to GRANTEE as to how to cure any problems in order to obtain the committee's approval. Along with submission of plans by GRANTEE, GRANTEE shall include a timetable showing anticipated completion dates of the improvements.

4.) All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the applicable setback, parking and off-street loading provisions of the Zoning Code.

5.) All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty, if the proposed improvements of the premises so leased or granted are

not begun in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (i.e., within one year).

6.) There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

7.) All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

8.) The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a reasonably weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 3 above.

9.) No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

10.) Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY, with the exception of temporary outside storage uses, as the same may be required by GRANTEE.

11.) The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, may exempt the land or any portion of the land from one or all of the above covenants or restrictions.

12.) These restrictions supersede any prior or simultaneous restrictions and/or regulations and/or covenants and/or encumbrances passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any prior or simultaneous restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, whether or not in conflict with these restrictions herein, are null, void and of no further force or effect.

12.) These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land and shall bind grantee, its successors and assigns for a period of thirty (30) years, at which time they shall be null, void and of no further force or effect. However, as stated in Section 2, above, the ROFR shall expire and be of no further force or effect fifteen (15) years from the date hereof.

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WAUSAU AND WAUSAU WINDOW AND WALL SYSTEMS**

THIS AGREEMENT made this 29th day of March 2011 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Wausau Window and Wall Systems, located on 7800 International Drive in the Wausau West Industrial Park, hereinafter referred to as Wausau Window and Wall,

WITNESSETH:

WHEREAS, Wausau Window and Wall owns a certain property located on 1405 and 1415 West Street, which property is described and delineated and incorporated herein by reference, and hereinafter referred to as "PROPERTY"; and

WHEREAS, Wausau Window and Wall wishes to demolish the buildings and clear site to make available a site for future development purposes; and

WHEREAS, the site is currently a blighted area because of the presence of functionally obsolete buildings that need to be addressed; and

WHEREAS, in order to induce Wausau Window and Wall to proceed with the sale of property and induce future commercial development, CITY is willing to provide in kind services, and up to \$400,000 from Tax Incremental Financing in District # 6 to eliminate the blight and prepare the site; and in return, Wausau Window and Wall is willing to proceed with the sale of the PROPERTY; and

WHEREAS, the purpose of the Agreement is to codify the arrangement between CITY and Wausau Window and Wall.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY OF WAUSAU

- A. The City shall reimburse Wausau Window and Wall for demolition and clearing the site for costs up to \$400,000.
- B. The City shall reimburse Wausau Window and Wall as expenses are submitted in writing to the City within 45 days of receipt of invoices related to the demolition and preparation of the site.

2. ZONING DESIGNATION

Wausau Window and Wall shall apply to the Plan Commission for re-zoning of the PROPERTY from M2 (Industrial) to B (commercial) and procure the same.

3. PROPERTY MAINTENANCE

Wausau Window and Wall shall clear the site, including all black top surfaces and maintain the area as vacant, grass land. The property shall be mowed routinely.

4. GRANT

- A. In order to complete the elimination of the blight and remove the building on the PROPERTY, the City of Wausau shall provide reimbursement to Wausau Window and Wall in the amount up to \$400,000 toward demolition.
- B. Any amount from the sale exceeding \$1.2 Million of the gross price shall be split equally between Wausau Window and Wall and City up to a maximum amount of \$400,000 to be reimbursed to City.
- C. Wausau Window and Wall shall be responsible for all government licenses, approvals, zoning and building permits, and all applicable federal regulations and all foregoing costs may be included in the \$400,000 to be reimbursed. They shall also be responsible for all tipping fees, inspection fees, hazardous material removal fees, and any other costs that occur as a result of the complete demolition.

5. MISCELLANEOUS

- A. Notices. All notices must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Owner: Wausau Window and Wall Systems, Attention: Brian Vanden Heuvel
City: City of Wausau, 407 Grant Street, Wausau, WI 54403

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

- B. Review Process. Wausau Window and Wall agrees to openly communicate and coordinate in good faith with City as it relates to any potential offers to purchase, e.g. purchaser's name, type of business, and type of development. Wausau Window and Wall shall designate final determination of approval on any offers. However, City shall have a right of first refusal per section 5 C.
- C. First Right of Refusal. If Wausau Window and Wall presents a potential buyer to City, City shall indicate within 30 days if the potential Buyer is acceptable to City. Such acceptance shall not be unreasonably withheld. If City indicates that the potential Buyer is acceptable, City shall waive its right of first refusal. If City does not respond within 30 day, such non-response shall be deemed to be acceptance of the potential buyer and the right of first refusal shall be forfeited.

- D. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.
- E. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and Wausau Window and Wall Systems, Inc
- F. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.
- G. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.
- H. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

Wausau Window and Wall Systems

By: 
Brian Vanden Heuvel, VP Operations

CITY OF WAUSAU

By: 
James E. Tipple, Mayor

Attest: 
Toni Rayala, Clerk

CITY OF WAUSAU 2014 BUDGET
GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
May 31th, 2014
NARRATIVE

REVENUES

When comparing current year to prior year some revenue timing differences are apparent, yet not indicative of problems.

Negative revenue impacts will occur in the rent of land and buildings since the full CBL ground lease revenue of will not be realized. In addition, the intergovernmental charges for service city departments will fall short of budget due to the fact that revenue was budgeted for street repairs due to utility access and the expenses are being charged directly to the utility with no revenue recognized.

Other notable items include: permit revenue continues to lag 2013. The construction season was a late start this year and it is difficult to determine the impact at this time.

EXPENSES

The overall General Fund budget to actual looks great with 42% of the budget expended. Below are some noted items:

GENERAL GOVERNMENT

CCITC – This budget is on target. The current year to prior year variance represents timing of monthly payments.

TRANSPORTATION

DEPARTMENT OF PUBLIC WORKS – This budget is slightly over budget with 44% of the budget expended in the first five months. Current year expenses are substantially higher than 2013. This is due to two factors 1) motor pool charges are about \$100,000 over the 2013 actual due to the winter maintenance demands 2) change in salt accounting \$211,316. In prior years, salt was expensed when purchased and now salt is handled as an inventory item and expensed when used. The 2013 budget did not incur salt expense until December when salt was purchased. The inventory method will result in the recognition of expense as the salt is used.

PARKS

While the parks department expenses budget to actual are well within acceptable limits the prior year to current year look concerning. This situation is due to the timing of when the County bills the City for the monthly park expenses. The May report only represents four months of expenses.

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended May 31, 2014

	Budgeted Amounts		Actual	Variance with	2013
	Original	Final		Final Budget	Actual
TAXES					
General property taxes	\$ 15,843,883	\$ 15,843,883	\$ 15,817,883	\$ (26,000)	\$ 15,570,606
Mobile home parking fees	27,800	27,800	10,180	(17,620)	13,090
Payments in lieu of taxes	114,566	114,566	1,424	(113,142)	16,023
Other taxes	<u>88,170</u>	<u>88,170</u>	<u>78,182</u>	<u>(9,988)</u>	<u>46,707</u>
Total Taxes	<u>16,074,419</u>	<u>16,074,419</u>	<u>15,907,669</u>	<u>(166,750)</u>	<u>15,646,426</u>
INTERGOVERNMENTAL					
State shared taxes	4,434,779	4,434,779	-	(4,434,779)	-
Expenditure restraint	755,879	755,879	-	(755,879)	-
Fire insurance tax	95,000	95,000	-	(95,000)	-
Municipal services	187,021	187,021	195,507	8,486	198,326
Transportation aids	2,376,813	2,376,813	1,187,528	(1,189,285)	1,144,369
Other grants	<u>204,000</u>	<u>211,437</u>	<u>100,037</u>	<u>(111,400)</u>	<u>94,002</u>
Total Intergovernmental	<u>8,053,492</u>	<u>8,060,929</u>	<u>1,483,072</u>	<u>(6,577,857)</u>	<u>1,436,697</u>
LICENSES AND PERMITS					
Licenses	159,516	159,516	126,348	(33,168)	102,848
Franchise fees	325,000	325,000	95,694	(229,306)	91,697
Permits	<u>238,833</u>	<u>238,833</u>	<u>49,562</u>	<u>(189,271)</u>	<u>67,242</u>
Total Licenses and Permits	<u>723,349</u>	<u>723,349</u>	<u>271,604</u>	<u>(451,745)</u>	<u>261,787</u>
FINES, FORFEITURES AND PENALTIES					
	<u>405,000</u>	<u>405,000</u>	<u>182,902</u>	<u>(222,098)</u>	<u>171,979</u>
PUBLIC CHARGES FOR SERVICES					
General government	66,150	66,150	34,987	(31,163)	25,906
Public safety	1,424,775	1,424,775	525,829	(898,946)	501,884
Streets and related facilities	77,000	77,000	84,284	7,284	74,472
Recreation	139,800	139,800	63,834	(75,966)	46,477
Public areas	<u>97,740</u>	<u>97,740</u>	<u>31,393</u>	<u>(66,347)</u>	<u>16,169</u>
Total Public Charges for Services	<u>1,805,465</u>	<u>1,805,465</u>	<u>740,327</u>	<u>(1,065,138)</u>	<u>664,908</u>
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,020	11,020	100	(10,920)	20
County and other municipalities	189,590	189,590	46,131	(143,459)	54,237
City departments	<u>1,359,013</u>	<u>1,359,013</u>	<u>17,508</u>	<u>(1,341,505)</u>	<u>7,596</u>
Total Intergovernmental Charges for Services	<u>1,559,623</u>	<u>1,559,623</u>	<u>63,739</u>	<u>(1,495,884)</u>	<u>61,853</u>

COMMERCIAL

Interest on general investments	\$ 260,000	\$ 260,000	\$ 96,138	\$ (163,862)	\$ 71,983
Interest on special assessments	33,000	33,000	38	(32,962)	163
Other interest	19,000	19,000	16,826	(2,174)	11,525
Total Commercial	<u>312,000</u>	<u>312,000</u>	<u>113,002</u>	<u>(198,998)</u>	<u>83,671</u>

MISCELLANEOUS REVENUES

Rent of land and buildings	200,600	200,600	95,583	(105,017)	110,072
Sale of City property/loss compensation	15,810	15,810	8,063	(7,747)	18,121
Other miscellaneous revenues	157,100	157,100	2,610	(154,490)	15,287
Total Miscellaneous Revenues	<u>373,510</u>	<u>373,510</u>	<u>106,256</u>	<u>(267,254)</u>	<u>143,480</u>

OTHER FINANCING SOURCES

Transfers in	<u>2,068,494</u>	<u>2,068,494</u>	<u>-</u>	<u>(2,068,494)</u>	<u>-</u>
--------------	------------------	------------------	----------	--------------------	----------

TOTAL REVENUES AND OTHER

FINANCING SOURCES	<u>\$ 31,375,352</u>	<u>\$ 31,382,789</u>	<u>\$ 18,868,571</u>	<u>\$ (12,514,218)</u>	<u>\$ 18,470,801</u>
--------------------------	----------------------	----------------------	----------------------	------------------------	----------------------

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL

Period Ended May 31, 2014

	Budgeted Amounts		Actual	Variance with	2013
	Original	Final		Final Budget	Actual
GENERAL GOVERNMENT					
City Council	\$ 115,298	\$ 115,298	\$ 34,208	\$ 81,090	\$ 33,727
Mayor	229,680	229,680	90,795	138,885	91,645
City Promotion	136,400	136,400	71,395	65,005	71,578
Finance department	448,198	448,198	157,593	290,605	160,792
Data processing	675,797	675,797	330,322	345,475	299,708
City clerk/customer service	528,150	528,150	192,958	335,192	199,969
Elections	49,113	49,113	21,243	27,870	17,112
Assessor	629,047	629,047	223,893	405,154	231,954
City attorney	508,901	508,901	181,340	327,561	174,363
Municipal court	124,931	124,931	49,930	75,001	66,456
Human resources	293,597	293,597	138,951	154,646	130,147
City hall and other municipal buildings	347,417	347,417	120,849	226,568	123,703
Unclassified	29,275	29,275	5,326	23,949	28,563
Total General Government	<u>4,115,804</u>	<u>4,115,804</u>	<u>1,618,803</u>	<u>2,497,001</u>	<u>1,629,717</u>
PUBLIC SAFETY					
Police department	8,657,499	8,672,374	3,355,878	5,316,496	3,471,541
Fire department	3,412,851	3,412,851	1,408,146	2,004,705	1,453,425
Ambulance	2,894,524	2,894,524	1,217,375	1,677,149	1,114,695
Inspections and electrical systems	601,912	611,112	248,675	362,437	229,573
Total Public Safety	<u>15,566,786</u>	<u>15,590,861</u>	<u>6,230,074</u>	<u>9,360,787</u>	<u>6,269,234</u>
TRANSPORTATION AND STREETS					
Engineering	1,417,946	1,417,946	535,264	882,682	547,359
Department of public works	6,374,484	6,548,512	2,883,967	3,664,545	2,544,378
Total Transportation and Streets	<u>7,792,430</u>	<u>7,966,458</u>	<u>3,419,231</u>	<u>4,547,227</u>	<u>3,091,737</u>
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	1,481,300	1,481,300	485,277	996,023	368,005
NATURAL RESOURCES/RECREATION					
Parks and recreation	2,419,032	2,437,790	640,615	1,797,175	594,438
TOTAL EXPENDITURES	<u>\$ 31,375,352</u>	<u>\$ 31,592,213</u>	<u>\$ 12,394,000</u>	<u>\$ 19,198,213</u>	<u>\$ 11,953,131</u>

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended May 31, 2014

BUDGET REVENUES RECONCILIATION

2014 ADOPTED BUDGET	\$ 31,375,352
Resolution 13-1109 Budget carryover for Police Department for 60 body armor vests	<u>7,437</u>
2014 MODIFIED BUDGET	<u>\$ 31,382,789</u>

BUDGET EXPENDITURES RECONCILIATION

2014 ADOPTED BUDGET	\$ 31,375,352
Resolution 13-1109 Budget carryover for Inspections Department for purchase of mobile devices and related data plans to complete scanning of building plans	9,200
Resolution 13-1109 Budget carryover for Police Department for 60 body armor vests	14,875
Resolution 13-1109 Budget carryover for Public Works projects - Complete 2012 Seal coating and line painting projects	174,028
Resolution 13-1109 Budget carryover for Parks Department - Complete 2012 Tree removal, grinding and planting project	<u>18,758</u>
2014 MODIFIED BUDGET	<u>\$ 31,592,213</u>

ANIMAL LICENSE REVENUE COMPARISON

	Licensing Year				
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Dog licenses -					
Gross license fees	\$ 8,365.00	\$ 8,675.00	\$ 10,630.00	\$ 41,510.00	\$ 40,520.00
Paid to Marathon County	<u>(6,898.50)</u>	<u>(7,131.00)</u>	<u>(8,184.00)</u>	<u>(18,918.50)</u>	<u>(18,453.00) *</u>
Net City revenue	1,466.50	1,544.00	2,446.00	22,591.50	22,067.00
Cat licenses	<u>1,515.00</u>	<u>1,705.00</u>	<u>2,095.00</u>	<u>16,630.00</u>	<u>16,010.00</u>
Total City license revenues	<u>\$ 2,981.50</u>	<u>\$ 3,249.00</u>	<u>\$ 4,541.00</u>	<u>\$ 39,221.50</u>	<u>\$ 38,077.00</u>

* Current balance due; to be paid at end of license year



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.

Decorative low level lights from Holophane to match the current lights that exist throughout the City.

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

Decorative low level lights are located in the downtown area and in other locations in the City. As new low level lights are approved for an area, the lights from Holophane would be installed. Lights add a level of safety at night and also an aesthetic appeal to neighborhoods. As an example, Prospect Avenue from Forest Street to the viaduct currently has low level lights. CISM approved installing new low level lights from the viaduct to Townline Road to finish the lighting along this stretch. This was done in coordination with the reconstruction of Prospect Avenue this year.

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

The City has been purchasing and installing Holophane decorative low level lights ever since it was decided to install low level lights. Having a standardize product results in a more efficient and economical operation for installation and maintenance. Also, by purchasing only Holophane, we are assured of the new lights matching the existing lights we have for aesthetics.

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

There are other vendors that provide decorative low level lights. However, they do not match our current style.

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

The prices have been consistent over the years we have been purchasing these lights. Prices are comparable to other vendors' decorative low level lights.

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: Public Works

Preparer: Brad Marquardt

Vendor Name: Holophane

Expected amount of purchase or contract: Aggregate Total Greater than \$25,000

Department Head Signature:



Date: 9/10/12

PO751 Direct Purchase Order Creation Edit List

Signature: Heri Wunch 6/17/14 Signature: [Signature] 6/18/14 Signature: _____

Batch Number	Batch Date	Operator	Date Created	Time Created
19058	06/17/14	LMW	06/17/14	15:00

PO #	PO Subject	Department	Vendor	Date Required	PO Amount	GL Bal
PO 28329	SCOTT STREET DECORATIVE LIGHTING	STREET ENG	00196 ETCO ELECTRIC SUPPLY INC		107,332.29	Y

PO Line	COMMODITY ITEM	Inv.LOC	Description	1-step	Quantity	Units	Unit Price	Extended Amount	GL Bal
001			HOL ROAM NODE	Y	26.000	EA	240.0096	6,240.25	Y
002			PHOTO CONTROL RECEP RETROFIT	Y	26.000	EA	12.00048	312.01	Y
003			GRANVILLE II LED HEAD	Y	26.000	EA	1,536.06144	39,937.60	Y
004			10' ALUM POLE	Y	26.000	EA	2,340.0936	60,842.43	Y

Line	GL Code	GL Description	Debits	Credits
001	150 237598456	STREET LIGHTING/SIRENS	6,240.25	
001	999 33411	Purchase Order Entry		6,240.25
002	150 237598456	STREET LIGHTING/SIRENS	312.01	
002	999 33411	Purchase Order Entry		312.01
003	150 237598456	STREET LIGHTING/SIRENS	39,937.60	
003	999 33411	Purchase Order Entry		39,937.60
004	150 237598456	STREET LIGHTING/SIRENS	60,842.43	
004	999 33411	Purchase Order Entry		60,842.43
			107,332.29	107,332.29

Batch Summary:	Batch Header Amount	107,332.29
	PO total	107,332.29
	Batch Variance	0.00

QUOTATION

ETCO Electric Supply, INC
 2310 N. 3rd Street
 Wausau, WI 54403
 715-848-2955

Order Number 1174795	
Order Date 6/17/2014 09:53:01	Page 1 of 1

Bill To:

WAUSAU ELECTRICAL DEPT.
 400 MYRON ST.
 ATTN: SHEILA
 WAUSAU, WI 54401
 USA
 715-261-6966

Ship To:

WAUSAU ELECTRICAL DEPT.
 400 MYRON ST.
 attn: SHEILA
 WAUSAU, WI 54401
 USA

Requested By: Mr. TODD WUNSCH

Customer ID: 21453

PO Number		Ship Route		Taker					
SCOTT ST				JONT					
Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price	
Ordered	Allocated	Remaining	UOM Unit Size	Disp.					
26	0	26	EA	1.0	HOLROAMNODE-5PIN GEN 2 PREPROGRAMMED NODE	EA 1.0	240.00960	6,240.25	
26	0	26	EA	1.0	HOLDUR105 PHOTO CONTROL RECEP RETROFIT	EA 1.0	12.00048	312.01	
26	0	26	EA	1.0	HOLGVD404KASLRAL80283NNUDM GRANVILLE II LED HEAD RAL8028 40W	EA 1.0	1,536.06144	39,937.60	
26	0	26	EA	1.0	HOLSLS5CP181000DXP3T SITELINK SL5 SERIES ALUM. POLE 10' 3"X3" TENON RAL8028 ANCHOR BOLTS INCLUDED	EA 1.0	2,340.09360	60,842.43	
<i>Total Lines: 4</i>								SUB-TOTAL:	107,332.29
								TAX:	0.00
								AMOUNT DUE:	107,332.29
									<i>U.S. Dollars</i>

Authorize Sole Source Purchase - Decorative Low Level Lighting.

Marquardt stated the request was for the purchase same lights that we currently have in the city for decorative low level lighting for a project this year as well as projects in future years.

Motion by Brezinski, second by Nutting to approve the sole source purchase of decorative low level lighting. Motion carried 5-0.

Report and Recommendation on RFP for Medical, Prescription Drug and Dental Plans (Loy)

Michael Loy introduced Rae Ann Beaudry, Executive Vice President of The Horton Group, who addressed the committee via phone from Waukesha. Loy explained The Horton Group is the firm that put out our medical and dental plans for RFP.

Beaudry reviewed the report noting that they follow a pretty strict process for their public sector clients in terms of sending out RFP requests. She stated the city being with Security Health Plan was somewhat limited in the information that the health plan specifically was able to provide to those vendors looking to issue a proposal, so we had to set up some verbal commentary and a revised timeline for the RFP. Each and every vendor went through the critical eyes of her entire team. It came down to two very viable opportunities to perform better for the city both financially and with a strategic plan to move the city forward with the very best options.

Beaudry stated those plan considerations were with the Wisconsin Education Association Insurance Trust (WEA) and with WPS. She explained if we had wanted to stay with one plan of benefits, meaning the consistent plan of benefits that the city has available to its employees today, we would have looked much more closely at WEA which had a lot of pros; their reporting is better than what we're experiencing today, they have a global as well as statewide network, etc. However, when we started to look at the opportunity to offer some local networks alongside broader based statewide and national networks, WPS became a clear frontrunner. WPS is able to offer the city a choice of four different health plans simultaneously, so everyone gets to select on an annual enrollment basis whether they want the current plan of benefits with the Health Reimbursement Account or if they would like to take advantage of the Health Savings Account. She felt WPS will do great things for all of the active employees and their dependents as well as retirees and its going to save the city a substantial amount of money.

Beaudry stated with regard to the dental they had a number of fully insured options and a number of self-funded options. Delta Dental is a close partner with WPS and we know the city has enjoyed some decent savings with them in being self-funded, so therefore we are recommending the city remain with Delta Dental. She noted Delta Dental decreased their administration fees by \$.30 per employee per month.

Loy stated we started this year with just over 6% increase initially offered from Security Health which would be an increase to the budget of approximately \$300,000. We obtained a 2% reduction, or a reduction in the budget of \$90,000 with room to grow depending on people's plan selections.

Loy felt the design recommended by the consultant is going to offer us an opportunity to introduce some true consumerism into the plan and sets up a strategic plan to manage these costs over a couple years. One of the things that WPS is guaranteeing in this two year deal is that at our premiums will not increase by more than 12% in year two, or not to exceed. Beaudry assured the committee that not to exceed did not mean that we just accept 12% and stop negotiating; we will try to make sure it is significantly below that, if possible.

Winters questioned if WPS would be able to support a movement to a self-funded plan if the city chooses to go in that direction. Beaudry confirmed that they would and do it very well. Nagle stated a con for WPS was partially that the in-network providers may vary from the current program; he questioned if the employees will still get their same bank of physicians. Beaudry indicated that they will and that the broad base network actually has more access than Security has.

Loy stated we are really offering the employees a true choice between an HRA and an HSA plan and there are advantages to both. He felt it was important to point out there are two different networks. He pointed out the statewide network offers employees access to more providers than they're typically accustomed to. He noted two of our plans will be Aspirus only network which drives some additional discounting in the area.

**JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND THE FINANCE COMMITTEE**

Approving 2014 Budget Modification Purchase and Installation Low Level Lighting on the 600-900
Blocks of Scott Street

Committee Action: CISM: Approved 5-0
Finance: Approved 5-0

Fiscal Impact: \$151,000

File Number: 13-1109

Date Introduced: May 27, 2014

RESOLUTION

WHEREAS, the 2014 Street Improvements projects includes the reconstruction of a portion of Scott Street, and

WHEREAS, the CISM committee has received a petition for improved street lighting and recommends the purchase and installation of low level lighting for the 600 to 900 blocks of Stock Street; and

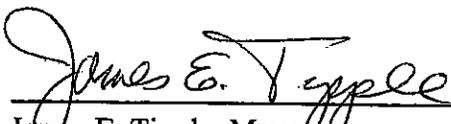
WHEREAS, the Finance Committee has considered and recommends a budget modification to increase the street lighting improvements budget in the amount of \$151,000 with the financing to be provided by Community Development Block Grant Funds and the annual CIP borrowing

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify and increase the 2014 budget as follows:

150-237598456 Street Lighting	\$231,290
150-237589220 Transfer from Community Development	\$45,000
150-237589120 Proceeds from Notes	\$186,290

BE IT FURTHER RESOLVED this budget modification be published in the official newspaper as required.

Approved:


James E. Tipple, Mayor



STAFF REPORT ON PARKING LEASE

BACK GROUND INFORMATION

The City of Wausau entered into a 60 month parking lease agreement with Murdock Wausau Limited, 500 Third Street (the M&I Bank) on August 1, 2008. This agreement expired in 2013. Currently, the company purchases 297 permits for the McClellan Ramp and 41 permits in the Jefferson Ramp at the full price of \$35.

The company would like to reinstate its original parking space lease agreement with the following terms:

- 350 Stalls – up to 300 stalls within the McClellan Ramp/and adjacent lot with the balance to be provided within the Jefferson Ramp
- Parking permit monthly rate of \$27 for 60 Months
- Agreement Term August 1, 2014 to July 31, 2019
- One five year renewal option with a 3% increase in the parking rate.
- If the McClellan Ramp is torn down the City agrees to relocate the parking permits to a location within 100 yards from the facility.

The building is for sale and has a strong local buyer. Bank financing requires a long term parking agreement since the facility does not maintain onsite parking. The buyer plans on investing funds to renovate the building. The local buyer has an excellent track record in redevelopment projects.

The reduction in parking revenue will be \$33,600 annually.

Attachments:

- Original Agreement

CITY OF WAUSAU
PARKING SPACE LEASE AGREEMENT

This parking space lease agreement ("Lease") is made and entered into as of this 1 day of August 2008, by and between the CITY OF WAUSAU, WISCONSIN a Wisconsin municipal corporation, as "LESSOR" or "CITY", and MURDOCK WAUSAU LIMITED PROPERTIES whose address is 500 Third Street Unit 321, Wausau WI 54403, as LESSEE(s):

1. **LEASE.** Subject to the terms and conditions of this Agreement, CITY leases to LESSEE parking spaces to use in common with other Lessees and the public, forty (40) unreserved permit parking spaces in a portion of the Jefferson Street Parking Ramp and thirty (30) unreserved permit parking spaces in a portion of the McClellan Parking Ramp ("PARKING FACILITY"). LESSEE may use and occupy these unreserved permit parking spaces in the Parking Facility on the indicated dates at the indicated times for the parking rates stated below for the following express purposes and no other purpose: parking is for normal passenger vehicles only including pick up trucks and passenger size vans provided they meet any height restriction of the PARKING FACILITY. The CITY shall in no manner be obligated to provide any particular parking space. This lease is transferable and may be assigned with prior written consent of the Lessor not to be unreasonably withheld. A map locating the eligible unreserved permit parking spaces is identified on the PARKING FACILITY map attached and referred to as Exhibit A.

2. **TERMS/DAYS/HOURS.** This lease shall be for the period beginning the 1st day of August, 2008, through the 31st day of July, 2013. LESSEE is authorized to park in the PARKING FACILITY:
 Monday through Friday between the hours of 6:00AM through 6:00PM; or
 Seven (7) days per week a week, twenty four hours per day; or
 _____ days per week _____, between the hours of _____ through _____.

3. **PAYMENTS.** The lease rate shall be:
 In _____ equal annual lease installments of _____ due on _____; or
 In 60 monthly lease payment installments for 70 stalls in an amount equal to 80% of the current Fair Market Parking Permit Rate per leased stall, due, in advance, on the 1st of each month. Current "Fair Market Parking Permit Rate" shall mean the monthly permit fee adopted by the City of Wausau Common Council and charged to the general public for an unreserved parking permit.

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

5. **DURATION.** This lease shall terminate at the earlier of, five years from the lease effective date, the date the PARKING FACILITY ceases to be available to the CITY or at the end of the lease term.

This lease shall be renewable on like-terms for one additional five year term upon at least 120 day notice to Lessor, prior to the end of the first lease term.

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

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

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

9. **TERMINATION.** An event of default shall deemed to occur should any of the following events happen:
 - a. failure to timely pay fee or invoice;
 - b. repeated failure of LESSEE, or of his/her guests or agents, to obey the rules of the CITY concerning security, safety, or preservation of the CITY Parking Facilities, during the term of the agreement; or
 - c. failure of the LESSEE to comply with any other term or condition of this agreement, including any addenda or amendments hereto.In the event of default, the CITY shall notify LESSEE in writing, and the CITY may terminate this agreement immediately upon notice to said LESSEE, without penalty or liability to the CITY.

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

11. **PARKING FACILITY CLOSURE.** The CITY reserves the right to close the PARKING FACILITY for repairs and maintenance. When closing the PARKING FACILITY, the CITY shall seek to avoid any inconveniences to LESSEE. CITY will provide as much advance notice as is possible and will provide alternate parking during the closure period.

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

ATTACHMENT A

Eligible unreserved permit parking areas are as follows:

1. McClellan Ramp
Parking stalls are available on a first come first serve basis. Permit parking is available at any stall except: metered stalls and specifically signed stalls (such as stalls reserved for customer parking).
2. Jefferson Street Parking Ramp
Parking stalls are available on a first come first serve basis at all levels 4 and above.

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

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