



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

OFFICIAL NOTICE AND AGENDA

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

Meeting of:	FINANCE COMMITTEE
Date/Time:	Wednesday, August 13, 2014 at 5:00 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). (6/25/14)
 - 3 Presentation of Boys and Girls Club 6 month report - Brian Stezenski-Williams
 - 4 Discussion and possible action on selection of proposal for newsletter printing - Jacobson/Groeschel
 - 5 Discussion and possible action on funding request and the acquisition and short term lease of 6 used buses Seubert
 - 6 Discussion and possible action on approval of sole source purchase of Neptune Water Meters Ecoders - Geier
 - 7 Reconsideration of the referral of expanded audit scope of work to the Committee of the Whole - Winters
 - 8 Discussion and possible action on an expanded audit scope of work - Winters
 - 9 Discussion and possible action on Request for Proposals (RFP) for refuse and recycling services - Lenz
 - 10 Consider offer to purchase of 101 N. 72nd Avenue
 - 11 Consider authorizing the execution and terms of an Airport Ground Lease to Keith Kocourek - 100'x116'
 - 12 Consider 2015 Room Tax Budget Instructions - Groat
 - 13 Discussion and possible action approving amendment to Section 3.25.030 Collection and Distribution (Room Tax) - Groat
 - 14 Consider economic factors that influence the budget - Winters
 - 15 Report - 2015 Budget update - Tipple/Groat
 - 16 Future agenda items for consideration
 - 17 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Negotiations with CBL)
- 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 08/08/14 at 230 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, Department Heads

FINANCE COMMITTEE

Date and Time: Wednesday, June 25 2014 @ 5:30 pm., Board Room

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

Others Present: Tipple, Giese, Mielke, Wagner, Werth, Lenz, Whalen, Rayala, Representatives from Apogee, media, Marie Schmidt, Deb Ryan

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.

Marie Schmidt, 1205 Parcher St, asked questions regarding the refuse & recycling contract and commented on the Murdock Parking Lease Agreement.

Minutes of the previous meeting(s). (5/27/14 & 6/10/14)

Motion by Kellbach, second by Nagle to approve the minutes of the previous meetings (5/27/14 and 6/10/14) with one correction made to June 10, 2014 minutes as noted by Oberbeck. Motion carried 5-0.

Consider RFP for Refuse & Recycling (Brad Lenz)

Brad Lenz stated the current five year refuse & recycling contract with Advance Disposal is up at the end of the year. He indicated that now is the time to do RFPs and to consider if we are interested in staying with the same service or going with a fully automated / fully carted system. If we change our service we have a couple of different options: We could let haulers bid on the current service we have now or also get bids on a fully automated system. Another option would be to extend our current contract one year while we look into the issues a little further.

Oberbeck questioned if we could allow the hauler that is selected a period of time to transition with their equipment rather than waiting with the RFP. He suggested giving them a year to transition from the current method to the new method.

Wagner questioned if the spring cleanup would be included in the RFP. Lenz noted that large item pickup is through a contract with DPW. This would have to be reviewed if large item pick up was part of the RFP.

Nutting questioned if the carts will have to be paid for by the taxpayer or the service company. Lenz indicated that is something that will be part of the contracts that can be reviewed.

Tipple commented there may be some push back from home owners who have a one car garage and may have space concerned to store these carts out of sight.

Motion by Oberbeck, second by Kellbach to approve RFPs starting at the current service then moving onto an automated service. Motion carried 5-0.

Review of Past Development Agreements with Apogee/Wausau Window & Wall

Werth summarized the past and current agreements with Apogee/Wausau Window & Wall and the obligations of both parties in each agreement. She addressed the obligations of the second agreement that was done in 2011: 1) obtain the rezoning; 2) clear the site and maintain it as grassland; and 3) sale proceeds in excess of \$1.2 million would be equally split between Wausau Window & Wall and city to a maximum amount of \$400,000. The first and second obligations have been met and in regard to the third, they are actively marketing the property, however to date there are no prospective buyers. The city obligation was reimbursement of demolition and clearing costs of no more than \$400,000; the final total cost was \$259,670. Winters requested staff to obtain the current assessed value of the property.

Werth addressed the first agreement (Scannell) which lays the following obligations on the site of Wausau Window & Wall: 1) construct a 370,000 square foot non-tax exempt facility by October 31, 2008; 2) employ approximately 450 workers by September 1, 2009; 3) minimum taxable value of \$19 million before December 31, 2008; 4) provide appraisal no later than December 31, 2008 or other evidence of value; 5) beginning in 2009 pay guaranteed tax

increment, if applicable; 6) may not petition for a decrease in assessed valuation; 7) maintain site in good order and condition; and 8) maintain necessary insurance. She indicated all obligations were completed except #3 which they were addressing. The city was obligated to provide 20 acres option for 10 years at a price of \$21,250 per acre; she noted they have not exercised that option to date. The city would also contribute \$2,957,000 to the project as a grant.

Winters indicated that we are working on developing a format for development agreements. He suggested in order to help them as policy makers, that when some part of a development agreement has been met that the staff would state such in parentheses on something like a check off sheet. Werth noted her department is going through passed agreements to see where things are so we can develop the same type of spreadsheets to see what remains out there. Winters also requested that when funding is listed the TIF District it is coming from be shown, as well as when the TIF expires.

Discussion took place regarding the \$19 million valuation requirement that was not met. Jim Waldren, President of Wausau Window & Wall, updated the committee on the progress of the company and explained the issue with not meeting the valuation. He proposed restarting the clock on the minimum valuation, so starting in 2014 they will pay the minimum valuation of \$19 million or market value, whichever is higher, and extend the agreement five more years. Winters indicated they would bring the proposal back to a future Finance Agenda for consideration.

Oberbeck commented we can't control assessed value and suggested putting a construction value into agreements instead of a fair market value because we don't have that control.

Report Feedback on CBL & Associates

Werth indicated that CBL after receiving our offer is stepping back and taking another look at the entire building and what they need to do. She stated it was brought up at the Retreat for Central Wausau Progress that the community and the county don't have any information on CBL because everything has been in closed session. She indicated they were putting together a "town hall" meeting to be put on by the Business Improvement District, Main Street, the city, the county and Central Wausau Progress. It would be an open forum for questions and input at which CBL representatives would be present.

Consider General Fund Financial reports May 2014 (Dick Whalen)

Whalen presented the General Fund Statement of Revenues and Expenditures – May 31, 2014. (Access to report online: <http://www.ci.wausau.wi.us/Departments/Finance/FinancialDocuments.aspx>)

Winters suggested having a resolution prepared to reflect the action taken on the ground lease to modify the budget. Oberbeck felt we should do this moving forward whenever the budget is modified. He presented some graphs for committee review and budget discussion.

Consider Review of Animal Control Revenue (Dick Whalen)

Whalen presented the Animal Control report of revenue. Winters felt they should make a recommendation to PH&S Committee that when the licensing compliance for cats goes below a specific amount, about 40%, the fee for licensing a pet would increase.

Authorize Sole Source Purchase – Decorative Low Level Lighting (Brad Marquardt)

Oberbeck questioned if we need to have the same lights throughout the city or if different neighborhoods can have different light fixtures. Kellbach pointed out that this forces the city to keep huge stocks of various lights for replacements. Nagle liked the idea of creativity.

Motion by Kellbach, second by Nagle to approve the sole source purchase for decorative low level lighting. Motion carried 5-0.

The committee requested that DPW evaluate the type of lighting we are currently providing and doing the maintenance on; the history of those lights; what stock is on hand; how much stock should we have; how long will this stock last; how many replacements have occurred over the last five years; and assess if other suppliers can be instituted.

Discussion and possible action on amendment to Parking Space Lease Agreement between City of Wausau Murdock Wausau Limited Properties (Brad Marquardt)

Winters stated the request is that they will buy a few more stalls, but they want a significant price cut for doing that moving into the future. He noted we also still are still anticipating results of the parking and traffic study and questioned if they wanted to table it. Nutting questioned if there was something pending on it. Mayor Tipple stated there is a pending sale on it and it is critical to that potential sale; they need to know if they can count on parking spaces. He did not feel the parking study affected the agreement.

Motion by Oberbeck, second by Nutting to amend the agreement to lock the price in for one year, but at the conclusion of the parking study (at least one year out), the price will be reviewed. Motion carried 4-1 (*Winters was the dissenting vote.*)

Motion by Kellbach, second by Nutting to approve the Parking Space Lease Agreement as amended. Motion carried 5-0.

Possible Future Agenda Items

Winters indicated Ann Werth would be bringing back a revised Wausau Window & Wall summary sheet.

Adjourn

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

Summary & Updated of 2014 agreement Between the City of Wausau and the Boys & Girls Club of the Wausau Area

The term of the Agreement is one (1) year, from January 1, 2014, through December 31, 2014. As outlined in the contract for services between the City of Wausau (City) and the Boys & Girls Club of the Wausau Area (BGC) received May, 2014:

- The BGC will provide positive youth development programs to low and moderate income youth including 1,000 youth (at least 60% will come from low-income households (qualify for free or reduced lunch)) the ability to build academic skills, self-discipline and self-esteem necessary to develop a flexible plan to succeed including:
 - academic enrichment
 - mentoring
 - health and life skills
 - service and leadership
 - college and career exploration

Reporting & Payments

- The BGC will provide reports to CITY on a quarterly basis, indicating the number of youths served in each program and qualifying verification
 - Quarterly financial reports documenting the specific expenses tied to each of its programs and request reimbursement for those expenses when the reports are submitted
UPDATE: *One 6-month report was submitted because a contract was received/signed in May, 2014*
- Payment by CITY will be made based upon those invoices submitted by BGC
UPDATE: *Invoices submitted 4/2/14 and 7/9/14*
Payments received to date
 - June 4, 2014: \$5,922.40
 - July 18, 2014: \$6,464.09
 - Remaining balance: \$12,613.51*
- The BGC shall provide all information and data regarding the various youth development programs it operates, as requested by CITY
 - Such information shall include, but not be limited to: number of clients, identification of problems/issues and strategies to resolve such and other information related to implementation of the youth development programs (*Summarized below as shared in the six-month progress report in July*)

Program participation:

Between January 1 and June 30, 2014, the Boys & Girls Club staff focused on the impact the Club has on the lives of our youth to provide members the opportunity to achieve academic success, good character & citizenship and healthy lifestyles. Our efforts have resulted in increased program participation, improved survey results and expanded partnerships. In total, 1,071 Club members participated in Formula for Impact programming at the Caroline S. Mark Site in Wausau (of those, at least 62% are considered low/no income).

Academic Success

2014 Goal: 350 Unduplicated Youth in academic enrichment

Update: *319 Unduplicated Youth participated in academic enrichment programs*

2014 Goal: 175 Unduplicated Youth in career development programs

Update: *93 Unduplicated Youth participated in career development programs*

Service/Leadership and Mentoring

2014 Goal: 300 unduplicated youth will participate in service and/or leadership programs

Update: *216 unduplicated youth participated in service and/or leadership programs*

2014 Goal: 50 unduplicated youth will be matched with Club-based mentors

Update: *22 unduplicated youth are matched with Club-based mentors*

Health & Life Skills

2014 Goal: 900 Unduplicated Youth in Sports, Fitness & Recreation or Nutrition

Update: *774 Unduplicated Youth participated in Sports, Fitness & Recreation or Nutrition*

Formula for Impact Initiative – City of Wausau Progress Report (2014 2nd Quarter January – June)

Between January 1 and June 30, 2014, the Boys & Girls Club staff focused on the impact the Club has on the lives of our youth to provide members the opportunity to achieve academic success, good character & citizenship and healthy lifestyles. Our efforts have resulted in increased program participation, improved survey results and expanded partnerships. In total, 1,071 Club members participated in Formula for Impact programming at the Caroline S. Mark Site in Wausau (of those, at least 62% are considered low/no income).

Program Outcomes	Indicator(s)	Targeted # to be Served by the Program in 2014	Targeted # to Achieve the Outcome 2014	Progress
<p><u>Academic Success</u></p> <p>-Youth are engaged in positive, after-school activities that help them complete homework and other educational activities</p> <p>-Youth are engaged in learning and recognize the importance of education.</p> <p>-At-risk youth demonstrate increased education and achievement.</p> <p>-Youth are prepared for college, trade school, military or employment</p> <p>Youth will display Academic Success</p>	<p><u>Indicators of Success</u></p> <p>-Increased engagement in school & learning</p> <p>-Decrease in school behavior issues</p> <p>-Increased academic proficiency & effort</p> <p>-Increase in youth who progress to the next grade level</p> <p>-Increase in youth who graduate with a plan & pursue higher education or garner job skills</p> <p>-Increase in new skills learned</p>	<p><u>Program Numbers</u></p> <p>Goal: 350 Unduplicated Youth in academic enrichment</p> <p>Update: 319 Unduplicated Youth participated in academic enrichment programs</p> <p>Goal: 175 Unduplicated Youth in career development programs</p> <p>Update: 93 Unduplicated Youth participated in career development programs</p>	<p>75% will report</p> <p>-maintain or achieve passing grades</p> <p>-learning new skills</p> <p>-improved and/or no behavior issues at the Club and at school</p> <p>-developing a plan for after high school at the Club</p> <p>-developing goals to succeed after high school at the Club</p> <p>-being able to plan steps to achieve their college and career goals</p> <p>-85% will report that the Club helps them do better in school</p> <p>30% will report improved grades</p>	<p>93% of Club members report the Club helps them do better in school</p> <p>___ of Club members report learning new skills</p> <ul style="list-style-type: none"> • Studying - 57% • Art - 89% • Leadership - 76% • Computers - 81% • Jobs & careers - 64% • Getting along with others - 85% • Cooking - 65% • How to set a goal - 80% • Sports & recreation- 93% • Nutrition - 65% • College - 55% • Healthy lifestyles - 70% • Internet safety - 72% <p>___ improved and/or no behavior issues at the Club and at school (to be added to the next bi-annual surveys in October, 2014)</p> <p>92% of Club members report developing a plan for after high school at the Club</p> <p>95% of Club members report developing goals to succeed after high school at the Club</p> <p>93% of Club members being able to plan steps to achieve their college and career goals</p> <p>___ of Club members report improved/maintained grades (to be added to the next bi-annual surveys in October, 2014)</p>
<p><u>Good Character & Leadership</u></p> <p>-Youth are engaged in positive, after-school activities.</p> <p>-Youth and families participate in fun,</p>	<p><u>Indicators of Success</u></p> <p>-Higher levels of leadership</p> <p>-Increase in positive decisions</p> <p>-Positive engagement with peers</p>	<p><u>Program Numbers</u></p> <p>Goal: 300 unduplicated youth will participate</p>	<p>90% will report -a sense of belonging to the community</p> <p>-setting goals for their future at the Club</p>	<p>94% of Club members report a sense of belonging to the community</p> <p>94% of Club members report setting goals for their</p>

<p>monthly activities in and outside of the Club. -Youth report feeling like an important part of the community and Club. -Youth and family learn to develop goals and how to create a plan to achieve those goals. -Youth will be engaged citizens</p> <p>Youth will demonstrate Good Character & Leadership</p>	<p>- Increase in youth who graduate & pursue post-secondary education or garner job skills -Positive involvement in community-based activities that support positive youth development & connection to community -Increase in youth connected to a positive adult relationship</p>	<p>in service and/or leadership programs</p> <p>Update: 216 unduplicated youth participated in service and/or leadership programs</p> <p>Goal: 50 unduplicated youth will be matched with Club-based mentors</p> <p>Update: 22 unduplicated youth are matched with Club-based mentors</p>	<p>-learning how to make positive decisions at the Club -they have a positive adult role model at the Club 75% will report -improved relationships with peers at school and the Club -improved and/or no behavior issues at the Club and at school</p>	<p>future at the Club</p> <p>97% of Club members report learning how to make positive decisions at the Club</p> <p>100% of Club members report they have a positive adult role model at the Club</p> <p>___ improved relationships with peers at school and the Club (to be added to the next bi-annual surveys in October, 2014)</p> <p>___ improved and/or no behavior issues at the Club and at school (to be added to the next bi-annual surveys in October, 2014)</p>
<p>Healthy Lifestyles</p> <p>-Youth have positive relationships with adult role models. -Youth begin to model the positive decision making of the role model. -At-risk youth demonstrate increased positive and safe behavioral choices. -At-risk youth demonstrate increase in interpersonal connectedness to family and/or positive adult role models & community. -Youth will make healthy lifestyle choices & commitment to fitness</p> <p>Youth will lead a Healthy Lifestyle</p>	<p>Indicators of Success</p> <p>-Decreased number of negative peers as friends -Improved understanding & commitment to a healthy lifestyle -Decrease in truancy & juvenile arrests</p>	<p>Program Numbers</p> <p>Goal: 900 Unduplicated Youth in Sports, Fitness & Recreation or Nutrition</p> <p>Update:774 Unduplicated Youth participated in Sports, Fitness & Recreation or Nutrition</p>	<p>90% will report learning about healthy eating at the Club 85% will report that coming to the Club helps them be healthier -an increased understanding of the dangers of alcohol and drug use -not using alcohol, drugs or tobacco 75% will report being physically active at the Club for an hour a day, at least 3 days a week</p>	<p>79% of Club members report learning about healthy eating at the Club</p> <p>93% of Club members report that coming to the Club helps them be healthier</p> <p>___ an increased understanding of the dangers of alcohol and drug use (to be added to the next bi-annual surveys in October, 2014)</p> <p>___ not using alcohol, drugs or tobacco (to be added to the next bi-annual surveys in October, 2014)</p> <p>85% of Club members report being physically active at the Club for an hour every day</p>

AGENDA ITEM

Consider proposal for newsletter printing

BACKGROUND

The city *Wausau Works for You* newsletter has been in existence since 1991 and is mailed to all residents. The newsletter provides specific city related government information pertinent to our residents (specifically our annual Spring clean-up, yearly garbage/recycling calendar, our leaf pick-up schedule, changes in municipal guidelines and election information). This information could be published in the local newspaper, however advertising costs would be high and it would only go to those residents that are subscribed to the newspaper and not reach all residents.

The Water Works Department has been printing a *Wausau Water Works* newsletter since 1997 and is federally mandated to submit a Quality Water Report annually by July 1st. The Water Works Department also utilizes the newsletter to provide other required information throughout the year. In 2013, the Water Works Department combined their *Wausau Water Works* information with the *Wausau Works for You* city newsletter for cost saving measures. Both above newsletters have been printed by Sun Printing.

In 2013, the City of Wausau entered into a two-year marketing agreement with ColorVision to produce the City's registered Cityscape logo on promotional items. Colorvision created the webstore that is currently linked to the City of Wausau website.

The city has established a working relationship with both of these printing companies.

FISCAL IMPACT

STAFF RECOMMENDATION

In our experience with both printing companies, staff would recommend the printing service remain with Sun Printing. The Selection Committee individually ranked a number of factors (Experience, Capabilities, Visual/Color, Layout and Graphics) and found Sun Printing to be superior. Both companies submitted samples of newsletter publications and after review, the committee felt the quality of Sun Printing's newsletter exceeded that of Colorvision. Due to the time sensitivity of dates within each publication, it is imperative that printing and distribution be seamless. Sun Printing has streamlined the newsletter process and therefore the end product and deadline times are met efficiently.

Staff contact: Kathi Groeschel, Deb Geier

NEWSLETTER PRINTING SERVICES PROPOSALS

Quartely

Sun Printing

ColorVision

22,000 pieces	12 Page	16 Page	12 Page	16 Page
Print Cost	4,185.00	5,541.00	3,746.00	4,972.00
Estimated 16 hours Type, design/images layout	1,062.00	1,062.00	560.00	560.00
Coordinate Mailing (Sort by Carrier Route - drop to USPS)	434.00	434.00	462.00	462.00
Postage (.156/pc x 22,000)	3,432.00	3,432.00	3,432.00	3,432.00

Colorvision states anything over 2 hours, they will add \$40.00/hr. According to past history it takes anywhere from 14 to 24 hours so this could vary greatly. We estimated 16 hours total - that's 2 hrs built in and \$40.00 x 14 hours = \$560.00

Currently we get a "saturation" rate of \$.156/pc

TOTAL 9,113.00 10,469.00 8,200.00 9,426.00

Criteria Ranking by Selection Committee

1 = Poor, 2 = Good, 3 = Excellent

	Sun Printing			ColorVision		
	Deb Geier	Kathi Groeschel	Anne Jacobson	Deb Geier	Kathi Groeschel	Anne Jacobson
Experience	3	3	3	2	2	2
Capabilities/Facility	3	3	3	3	3	3
Visual/Color	3	3	3	2.5	2	2.5
Layout	3	3	3	2	1.5	2
Graphics	3	3	3	1.75	1.5	2
Cost	2	2	2	3	3	3
TOTAL	17	17	17	14.25	13	14.5

MaryAnne Groat

From: Greg Seubert
Sent: Tuesday, August 05, 2014 10:05 AM
To: MaryAnne Groat
Subject: Re: Staff Report for Finance

I'm traveling in South Carolina and I don't have a computer, so this is the best I can do

Metro Ride performed annual vehicle safety inspections in June and discovered that frames on six buses were cracked and no longer safe to operate. They range in age from 1995-1998. Our plan was to replace those buses before the frames cracked, but we were unable to find suitable used buses in the past year or so. At this point, we do not have enough buses to provide service when school starts.

We recently found used buses offered by Ozaukee County and Milwaukee County. We would like to acquire four from Ozaukee at \$3500 each and two to four from Milwaukee depending on price. Both WISDOT and the Federal Transit Administration have approved the transaction without a competitive sale. The total anticipate cost is \$27000.

Sent from my iPhone

On Aug 5, 2014, at 8:10 AM, "MaryAnne Groat" <mgroat@ci.wausau.wi.us> wrote:

Hi Greg,

We have your used buses on the Finance Agenda for next Tuesday. Keene requires a staff report with the agenda. This is due for distribution today. Is it possible for you to provide a staff report? Thank you!

Maryanne Groat, CPA
Finance Director
Customer Service Department
CITY OF WAUSAU
407 GRANT STREET
WAUSAU WI 54403

Phone: 715-261-6645
Fax: 715-261-0319

AGENDA ITEM #6

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.

Upgrade of current meter reading system to allow pole top reading of approximately 75% of the City. Project will be phased in over time to eventually encompass entire City.

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

Ferguson Water Works #2516
Gateway system will work with our current radio read boxes - no need to upgrade equipment. Will also enhance customer service in regard to reading finals or check readings

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.

Compatibility with current meters, radio boxes.
Gateway system is a Neptune product.

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

∴ Ferguson Water Works #2516 is only vendor for Neptune meter products in our territory

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

Neptune and Ferguson Water Works have had a long standing relationship with Wausau Water Works and have always been competitive in their pricing

AGENDA ITEM #6

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

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

Department: Wausau Water Works - Drinking Water Division

Preparer: Deb Geier

Vendor Name: Ferguson Water Works # 2516

Expected amount of purchase or contract: Phase 1 - 78,144 (including installation)

Department Head Signature: James E. Koppke Date: 7/23/14

From: [Deb Geier](#)
To: [MaryAnne Groat](#)
Subject: Gateway Meter Reading Upgrade
Date: Monday, August 04, 2014 12:32:36 PM
Attachments: [image18703.pdf](#)
[Gateway Installation & Implementation Proposal.docx](#)
[Gateway Hardware Proposal WITH Omni Supply of Material.docx](#)

Attached is the sole source request plus supporting documentation on the scope of the project. One of the documents is for the actual equipment, where the second one is for the installation/implementation of the collectors.

This item was on our capital budget for 2014. The proposed project would be a set of six collectors along the river corridor that would allow "on demand" type readings for finals or check readings for leaks. This would also allow our billing coordinator to read approximately 75% of our meters from within the office. The balance would be read with our current drive-by system. There is no need to upgrade any meters and this uses the current reading boxes already installed at the homes/businesses. This system will improve efficiencies with our meter reading and help with concerns over a potential retirement of our current meter reader. A second phase to further implement the on-demand style of reading for the balance of the City is anticipated for several years down the road.

Deb Geier

Utility Resources Manager
Wausau Water Works
407 Grant Street
P: 715-261-7262
C: 715-571-7983
F: 715-261-7267





4.7.14

RE: City of Wausau - Base Bid Proposal
Site Survey for Neptune Gateway Receiver Locations

Based on the Neptune Gateway locations selected from the propagation study, Ferguson Waterworks conducted a site survey of each location. Below we will describe the findings and base recommendations with alternate options for each location. In addition to the hardware required from Neptune there are site specific conditions that we will provide a supplement cost for as well as the details for each if the city would chose to contract these items at their convenience.

Site 1: Baseball Field (East side-north)

The baseball field is a quality location. The height of the light towers is ideal. The preferred installation method here would be to mount the R900 Gateway at approx. 10-13 feet from grade on a light tower. An antenna would be run the height of the tower.

Material specifics: R900 Gateway - Cellular, UPS Outdoor System Assembly (Wall/Pole), 90 feet ½" diameter coax, (2) ½" connector male, (2) ½" connector female, RF Antenna Wall Mounting Kit, External Cellular Antenna Mounting Kit. (Omni to fabricate custom mounting bracket)

\$8,311.00



Site 2: Parking Ramp (East side-central)

The parking ramp is a good location. There could be a shadow affect with two of the taller surrounding buildings. However the effects of this will not be realized until the unit is installed. There are two options for R900 Gateway placement; inside the top floor of the staircase or outside on the ventilation piping. We have selected a roof mount stand for this location. The collector will ideally be mounted inside the staircase. The antenna will be roof mount or pipe to pipe mount off the ventilation pipe. Base bid is a roof mount.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), 30 foot coax, RF Antenna w/Brackets, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Kit, External Cellular Mounting Kit, and the appropriate amount of cinder blocks to achieve the ballast to equal the wind load that we are designing to meet. (Omni to supply mount, pad and ballast)

\$8,209.00



Site 3: Housing Authority Building (East side – south)

The Housing Authority location is a quality location. The height of the building is ideal. We would like the R900 Gateway receiver to be installed inside the attic utility room. We have selected a roof mount stand for this location. The antenna would be run to the Roof Mount Stand on the buildings highest point.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), RF Antenna w/Brackets, 60 feet ½” diameter coax, (2) ½” connector male, (2) ½” connector female, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Assembly. (Omni to supply mount, pad and ballast)

\$8,140.00



Site 4: High School (West side – north)

The high school is a quality location. The building height should be sufficient for adequate Gateway reception. We have selected a roof mount stand for this location. R900 Gateway location for installation to be determined. However, we did notice a “pole” on the highest point of the roof but were unable to inspect. We will look to attach pipe to pipe to that fixture or roof mount at that same height.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), RF Antenna w/Brackets, 100 feet ½” coax, (2) ½” connector male, (2) ½” connector female, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Assembly, External Cellular Antenna Mounting Kit. (Omni to supply mount, pad and ballast)

\$8,334.00



Site 5: Reservoir (West side – central)

The location and natural height of the reservoir provide a quality location. There are two options for this location. A pole with vertical antenna could be installed to mimic the emergency communications currently onsite. The second option would be to install a Roof Mount Stand at the peak of the reservoir next to the existing roof mount antenna currently at the peak. We have selected to use a Roof Mount Stand for the base bid at this location. Another option would be to use a magnetic mount on the roof at an additional cost if desired.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), RF Antenna w/Brackets, 200 feet ½” coax, (2) ½” connector male, (2) ½” connector female, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Assembly, External Cellular Antenna Mounting Kit, and the appropriate amount of cinder blocks to achieve the ballast to equal the wind load that we are designing to meet. (Omni to supply mount, pad and ballast)

\$9,963.00



Site 6: WWTP (West side – south)

The WWTP is not an ideal location only because the height is not as great as we would like to see for adequate coverage across this area. There are two options to consider for this location. We could use a Roof Mount Stand on top of the highest point of the WWTP. The second option would be to mount an antenna extending the height from the wood utility pole on the northeast corner of the Public Works building. This option would enable the antenna to reach the preferred height to maximize the coverage for the area.

Based on our access we have proposed using the WWTP facilities roof access with a Roof Mount Stand with cellular backhaul. Please also consider access to either building's Ethernet systems. Ethernet would enable remote access and diagnosis for future troubleshooting.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), RF Antenna w/Brackets, 100 feet ½" coax, (2) ½" connector male, (2) ½" connector female, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Assembly, External Cellular Antenna Mounting Kit, and the appropriate amount of cinder blocks to achieve the ballast to equal the wind load that we are designing to meet. (Omni to supply mount, pad and ballast)

\$8,345.00







Proposal for City of Wausau, Wisconsin

Neptune Gateway Installation & Implementation

5.19.2014

The following is a proposal to use Omni Contracting in conjunction with Ferguson Waterworks for the installation for and implementation of the Neptune Gateway receiving units at six predetermined locations; Wausau High School, Elm Street Reservoir, WWTP, baseball field, east central parking ramp and City of Wausau Housing Authority.

Omni Contracting has been on site at each site and has provided a complete installation with sweep. Each site proposal includes labor for one day for a crew of 3 and project management. Additional labor and/or materials will be handled on a time and material basis as needed.

City of Wausau High School

Includes: coax support as needed, ground kit for ½" LDF, all hardware needed for mounting the collector and UPS boxes, non-penetrating roof mount (5' pipe) with rubber pad and ballast (cinder block), wall penetration for coax, sweep test upon completion, up to 50' ½" LDF and 2-N male connectors. Ferguson Waterworks to provide antenna, coax, connectors, collector and UPS boxes.

\$4,488.00

Elm Street Reservoir

Includes: coax support as needed, ground kit for ½" LDF, all hardware needed for mounting the collector and UPS boxes on the exterior brick wall, use of existing antenna mount located on the center of the reservoir tank or removal of existing antenna and associated coax, mount and antenna if necessary, painting for coax, ½" LDF and 2-N male connectors.

\$3,933.00

City of Wausau WWTP

Includes: non-penetrating roof mount (10' pipe) with rubber pads and adequate ballast, coax support as needed, ground kit for ½" if required, all hardware needed for mounting the collector and UPS boxes on the exterior brick wall, sweep test upon completion, ½" LDF and 2-N male connectors.

\$4,400.00

Baseball Field

Includes: custom antenna mount (fabricated on site), hoisting grip for ½" LDF, ground kit for ½" LDF, material necessary for mounting the collector and UPS boxes on the light pole, coax routing hardware, 2" rubber cap for coax entry into pole, sweep upon completion, ½" LDF and 2-N male connectors.

**Does not include cost of Man-lift. Unknown if there is access to the top of the light pole. If lift is required, the cost will be in addition to the quote.

\$4,488.00

Parking Garage

Includes: non-penetrating roof mount (5' pipe) with rubber pads and ballast, coax support as needed, wall feed thru, ground kit for ½". All hardware needed for mounting the collector and UPS boxes inside the penthouse, sweep upon completion, ½" LDF and 2-N male connectors.

\$4,122.00

Housing Authority

Includes: non-penetrating roof mount (5' pipe) with rubber pads and ballast, coax support as needed, wall feed thru, ground kit for ½". All hardware needed for mounting the collector and UPS boxes inside the penthouse, sweep upon completion, ½" LDF and 2-N male connectors.

\$4,411.00

Ferguson Waterworks Neptune Gateway implementation. All sites.

\$1,000.00

OUTLINE OF SCOPE OF WORK FOR AN EXPANDED AUDIT ENGAGEMENT

The following additional testing is designed to address possible weaknesses in the accounting control system that have surfaced over the past year and to obtain advice on possible improvements to our control practices.

- Total cost not to exceed \$19,000.
- Review of invoices since 1/1/2011 to look for potential serial payments to vendors used to evade the \$25,000 bid threshold.
- Review of invoices since 1/1/2011 to look for duplicate payments to vendors.
- Review of invoices for sole source purchases since 1/1/2011 to make sure they were properly authorized.
- Review of all development agreements signed since 1/1/2006 to insure developers are in compliance with the terms of the agreement.
- Review all invoices for legal services since 1/11/2011 to make sure they have been itemized and properly authorized.
- Make recommendations on how to improve tracking of these items.

Prepared by: Keene Winters, Finance Committee Chairman
August 4, 2014



TO: Members of Finance Committee
FROM: Brad Lenz, City Planner
DATE: August 5, 2014
SUBJECT: Staff Report on Refuse and Recycling Services RFP

At the June 25th Finance Committee meeting, staff was directed to prepare a Request for Proposal (RFP) for residential garbage and recycling collection where the service would switch in the second year of the contract to fully automated collection with standardized carts. Also included in the latest version of the RFP is the springtime large item pickup service, historically contracted out independently by the Department of Public Works (DPW).

In short, the draft RFP contains three (3) major components of a single contract lasting six (6) years:

- Residential Year 1 (2015) – Maintain existing service of collection for all residential units in the city.
- Residential Years 2 – 6 (2016 – 2020) – Switch to automated carted service for residential properties of three (3) units or less.
- Large item pickup Years 1 – 6 (2015 – 2020) – Service annual large item pickup event.

Details of these components can be found starting on page 8 of the RFP, under the heading, “Program Design.”

Staff believes the RFP should be sent out as soon as possible. A proposed timeline for the process is as follows:

August 15	RFP released
September 1	Informational meeting held for contractors (optional)
September 5	Pre-qualification statements due
September 10	Notification of pre-qualification
September 12 (noon)	RFPs due to City Hall
September 12 (12:30 p.m.)	RFPs opened at Board of Public Works
October 1	Contractor selected and negotiations finalized

Staff is seeking final comments and approval on the draft RFP so that it can be distributed and the above timeline can be followed as closely as possible.



Request for Proposals (RFP) For Solid Waste Management Services

August 2014

Introduction

The City of Wausau, Marathon County, Wisconsin, is seeking proposals for the provision of comprehensive, high-quality waste management services for residential properties 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. The City is seeking a six (6) year contract in which collection will switch to an automated service with carts in year two (2016). Year one of the contract can remain the same as the existing service where any type of container under 50 pounds will be picked up by the hauler. The City is also seeking a vendor for its springtime large item pick up.

It is the intent of the City to execute with one firm only the entire management of Wausau's recyclable and nonrecyclable household waste.

Proposals shall be submitted no later than 12:00 p.m. on Friday, September 12, 2014 to Brad Lenz, 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 agreements with a single, qualified and responsible firm for services and is furnishing, attached to this RFP, sample copies of the current agreements (Exhibit I entitled, “*NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT*”, and Exhibit II entitled, “*RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT*”). The agreements for the new contract will be updated for 2015.

For the five-year period starting January 1, 2016, new agreements will be drafted for automated collection service. Specifications of the carted system and large item pick are addressed under Program Design, starting on page 4.

Background Information on Waste Management Services

The City has had most of its solid waste management services provided by a private contractor since the mid-1970s. Currently, Advanced Disposal provides these services to Wausau and the current contract will expire at the end of 2014. 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. The City manages all yard waste collection and disposal operations.

Under the current agreements (Exhibits I and II), the contractor collects non-recyclable waste and recyclables from each of approximately 17,000 residential housing units within the City of Wausau, including all apartment buildings and residential units within commercial structures. Garbage collection is weekly and recyclables is collected at least once every two weeks. The contractor is responsible for disposing of the non-recyclables in a licensed landfill approved by the City and for processing and marketing all recyclable materials in accordance with Wisconsin Statutes and Administrative Rules.

Currently, all nonrecyclables are transported to a private 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. The County Landfill tipping fee for 2015 for city of Wausau haulers will be \$32.22 per ton. 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 Advanced Disposal 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 Advanced Disposal for a monthly fee paid by the cart user. In addition, some owners of apartment structures contract directly with a waste hauler to provide dumpster service for their tenants. Even though an apartment development receives privately contracted dumpster service for an additional fee, the City still pays the collection fee for the living units in those apartment buildings as part of the contract.

Currently, 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.

Program Design

It is the intent of the City to obtain cost proposals for solid waste management based upon the following three (3) components:

- 1.) Residential Year 1 (2015) – Maintain existing service of collection for all residential units in the city. The City wishes to maintain the current service for the first year of the contract in order to transition into a fully automated (i.e., carted) system in Year 2. The attached Exhibits I and II are samples of the current agreements describing the non-recyclable and recyclable collection services.
- 2.) Residential Years 2 – 6 (2016 – 2020) – Switch to automated carted service for residential properties of three (3) units or less. Many details of this service would remain the same from the current agreements, such as frequency of collection and special pick-up locations, with the main difference being which units would be collected (i.e., three units or less). Other specifications of this service desired by the City include:
 - Vendor to provide carts as part of contract and be responsible for their maintenance.
 - Residents would initially be provided two (2) large carts (95-class) – one for non-recyclables and one for recyclables – with the option to downsize to smaller carts.
 - Vendor would administer a variable-pricing system where customers who down-size their non-recyclable carts would be charged a lesser fee.
 - Single stream recycling – residents would be able to put all recyclables into one cart.
 - Cart bodies would be a universal color; recycling container would have brightly colored lid.
 - Refuse not in the cart would not be collected (property owners could make special arrangements with hauler for large or additional refuse/recyclables).

In 2013, there were 11,152 single family units in the city, 2,686 two-family units, and 213 three-family units, for a total of 14,501 units that are less than four units. Vendor would be responsible for keeping up with demand of smaller carts.

- 3.) Large item pickup Years 1 – 6 (2015 – 2020) – Service annual large item pickup event. The city has a springtime large item pick up that consists of larger materials that are picked up curbside and hauled to the Department of Public Works (DPW) site where the materials are reduced and loaded into 40 cubic yard dumpsters. The vendor has placed up to four (4) dumpsters in the DPW yard for staff to fill via an excavator fitted with a grapple. DPW will fill between four and six (4-6) dumpsters per day. Vendor shall run approximately 4 to 6 dumpsters per day from DPW to the Marathon County Landfill.

The large item pickup is scheduled for the spring of each year. The City requests that dumpsters are delivered the week before the pickup is scheduled to begin. Location of dumpsters shall be coordinated with the DPW supervisors. The landfill fees will be invoiced separately from Marathon County directly to the City.

Proposal Delivery Procedures

Sealed proposals shall be delivered to the Engineering Department, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, by no later than 12:00 p.m. on Friday, September 12th. 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 12:30 p.m. on Friday, September 12th in the Common Council Chambers of Wausau City Hall.

Contractors shall furnish one (1) original copy of the completed and signed "Services Proposal" (pages 8-9), which includes all three components of the overall proposal. If sent

by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the City Planner at the above location.

Proposals received prior to the time of opening will be securely kept, unopened, until 12:30 p.m. on Friday, September 12, 2014. The City is not responsible for any proposal which does not reach the City Planner by 12:00 p.m. on Friday, September 12, 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. 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 12:30 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 October 1, 2014.

Competency of Contractors

Pre-Qualification Procedures. Contractors who were not previously qualified to submit a

proposal shall submit a completed Pre-qualification Statement form for solid waste management services and related required information. The complete information shall be submitted to Brad Lenz, City Planner, City Hall, 407 Grant Street, Wausau, Wisconsin 54403 by 4:00 p.m. on September 5, 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 and will notify any new contractors if they are qualified within five (5) business days. 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. 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.

Service Proposal

Contractor Name: _____

Telephone: _____

Address: _____

Email: _____

Component 1: Year 1 (2015) Residential Collection

	Non-recyclable pick-up and disposal	Recyclable pick-up, processing, and marketing	Total
Monthly per unit fee	\$	\$	\$
Annual fee for 16,790 units*	\$	\$	\$

**Based on 2015 household projection of 16,790 units*

Component 2: Years 2-6 (2016-2020) Residential Collection – Automated with Carts

	A	B	C	D
	Monthly refuse + recycling fee per unit*	Annual Non-recyclable pick-up and disposal*	Annual Recyclable pick-up, processing, and marketing*	Total Annual Fee (B + C)
2016	\$ + \$	\$	\$	\$
2017	\$ + \$	\$	\$	\$
2018	\$ + \$	\$	\$	\$
2019	\$ + \$	\$	\$	\$
2020	\$ + \$	\$	\$	\$
5-year Total	n.a.	\$	\$	\$

**Based on 2013 count of 14,501 units of 3-units or less*

DRAFT

Component 3: Springtime Large Item Pickup

	Cost for container transport to landfill
2015	\$
2016	\$
2017	\$
2018	\$
2019	\$
2020	\$
6-Year Total	\$

GRAND TOTAL OF COMPONENTS 1, 2, and 3:

(for entire 6-year contract)

\$ _____

Name of State of Wisconsin licensed landfill to be utilized:

Contractor cost per ton for disposal at this landfill:

\$ _____

Authorized Signature:

Of Contractor: _____

Date: _____

Drafted: June 5, 2014

Revised: August 4, 2014

RFP for Solid Waste Management Services Aug 2014

NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT made this _____ 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 _____, 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.

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 seventy-five (75) 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 _____ 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. CONTRACTOR shall furnish to CITY other information and reports as are required of CITY by the State of Wisconsin.

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 IV.

- 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 IV 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 shall be paid the next January 1st after the excise fee change takes effect. The payment made on

January 1st is for that calendar year and is not retroactive to any part of a previous year. 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: _____

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:

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

RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT made this _____ 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 _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

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

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

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

1. Services Provided.

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

with all State Statutes and Administrative Rules and regulations.

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

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:

CITY OF WAUSAU BY:

James E. Tipple, Mayor

Kelly Michaels, Clerk

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



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

**COMMENTS REGARDING PURCHASE OF
101 N. 72ND AVENUE**

The City has received an accepted Offer to Purchase for 101 N. 72nd Avenue in the amount of \$438,800. An amendment to the Offer to Purchase was executed changing the closing date from August 29, 2014 to September 12, 2014 and authorizing the City to complete a Phase I Environmental Assessment at City's expense.



STAFF REPORT ON ROOM TAX BUDGET INSTRUCTIONS

BACK GROUND INFORMATION

The room tax allocation process provides for application on August 30th and February 28th. In the spring of 2014 a room tax committee was convened to evaluate the allocation process. No new allocation recommendations were proposed.

The Days Inn was damaged by fire in 2013 thereby reducing the inventory of hotel rooms. Overall, room tax revenue is up slightly through the first half of 2014 with \$388,382.43 collected in 2014 and \$379,117.62 collected in 2013. The Daily Herald covered a story in April 2014 regarding the possible sale and redevelopment of the 17th Avenue Plaza Hotel. Possible redevelopment ideas included assisted living center and apartments. Such a change would also result in lost room inventory.

In 2014 the City of Wausau collected \$767,192 in room tax revenues. The 2014 room tax revenue budget is \$720,000. The Finance Committee and Council may want to consider reducing the revenue projection for 2015 to compensate for a possible facility closure. A conservative revenue estimate such as \$700,000 would prevent the City from overcommitting room tax funds.



STAFF REPORT ON ROOM TAX ORDINANCE CHANGE

BACK GROUND INFORMATION

In the spring of 2014 a room tax committee was convened to evaluate the allocation process. The Committee recommended that the City modify our ordinance to require monthly room tax payments and to allow hotels to retain 1% of the room tax collected. The ordinance attached accomplishes that task.

ORDINANCE OF FINANCE COMMITTEE

Amend Section 3.25.030 Collection and distribution, to reflect a change in the quarter room tax remittance to monthly and allow hotels to retain 1% of their room tax collections

Committee Action:

Ordinance Number:

Fiscal Impact:

File Number: 81-1241

Date Introduced:

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

Add ()
Delete (—)

Section 1. That Section 3.25.030 Collection and distribution, is hereby amended to read as follows:

3.25.030 Collection and distribution. (a) Collection of Tax. Collection shall be administered by the city treasurer. The tax imposed for each ~~calendar quarter, or the first partial quarter~~ **month**, is due and payable on the last day of the month ~~succeeding~~ **following** the ~~calendar quarter~~ **calendar month** for which imposed. **From that tax, one percent (1%) may be deducted on the return and retained by the reporter.** A return shall be filed with the city treasurer, by those furnishing at retail such rooms and lodging, on or before the same date on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of taxes imposed for such period, and such other information as the city treasurer deems necessary. All such returns shall be signed by the person required to file a return or his duly authorized agent, but need not be verified by oath. The city treasurer may, for good cause, extend the time for filing any return, but in no event longer than one month from the filing date.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

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

ORDINANCE OF FINANCE COMMITTEE

Amend Section 3.25.030 Collection and distribution, to reflect a change in the quarter room tax remittance to monthly and allow hotels to retain 1% of their room tax collections

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact:

File Number: 81-1241

Date Introduced: August 13, 2014

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

Add ()
Delete ()

Section 1. That Section 3.25.030 Collection and distribution, is hereby amended to read as follows:

3.25.030 Collection and distribution. (a) Collection of Tax. Collection shall be administered by the city treasurer. The tax imposed for each ~~calendar quarter, or the first partial quarter~~ **month**, is due and payable on the last day of the month ~~succeeding~~ **following** the ~~calendar quarter~~ **month** for which imposed. **From that tax, one percent (1%) may be deducted on the return and retained by the reporter.** A return shall be filed with the city treasurer, by those furnishing at retail such rooms and lodging, on or before the same date on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of taxes imposed for such period, and such other information as the city treasurer deems necessary. All such returns shall be signed by the person required to file a return or his duly authorized agent, but need not be verified by oath. The city treasurer may, for good cause, extend the time for filing any return, but in no event longer than one month from the filing date.

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Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

**COMMENTS REGARDING AMENDING
SECTION 3.25.030 COLLECTION AND DISTRIBUTION**

The Finance Committee, at their February 25, 2014 meeting, considered the recommendation from the Room Tax Committee Task Force changing from a quarterly collection basis to a monthly collection basis and allow the hotels to keep 1% of the room tax collections. The attached ordinance reflects these changes.

FINANCE COMMITTEE

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

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

Others Present: Tipple, Loy, Stratz, Werth, Groat, Jacobson, Hardel, Giese, Mielke, Gisselman, Kellbach, Abitz, Goede, Jim O'Connell, Tom Weaver.

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 Nagle.

Consider recommendations from Room Tax Committee Task Force regarding Room Tax and Room Tax Allocations

Tom Weaver, Task Force member, reported the committee felt that the process of collection of room tax dollars on a quarterly basis could be improved upon. The committee recommended going to a monthly collection basis. He noted their research found that a range of municipalities give some money back to those properties that collect room taxes as an administrative fee, therefore the committee was recommending allow them to retain 1%. Groat commented the committee suggested that if at some point the city would want to consider changing allocations to individual grantees, that it be implemented slowly versus a dramatic change.

Groat stated room tax is allocated twice a year, in August and February, noting the requests are due February 28th. She stated when the 2014 budget was prepared there weren't any commitments made for specific allocations because we were awaiting the recommendations of the task force. She suggested Finance Committee hold a special meeting to review the requests and prepare the 2014 full budget. She stated if they choose to go monthly remittance and allow the hotels to keep 1%, it would require an ordinance change and they may want to consider holding a public hearing to allow the hotels to respond.

Oberbeck suggested putting together a group that does a more thorough evaluation of requests rather than the Finance Committee, similar to the Citizens Advisory for CDBG. He felt it would be a good idea to have more people involved throughout the community to spend more time analyzing. Nagle suggested discussing this process at a future meeting for the 2015 budget year. Oberbeck stated the idea could be discussed at the public hearing as well.

Motion by Brezinski, second by Nutting to approve monthly remittance of room tax to the city and allow hotels to keep 1% as an administrative fee. Motion carried 5-0.