



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

OFFICIAL NOTICE AND AGENDA - Revised

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:	Tuesday, December 8, 2015 at 6:00 PM
Location:	City Hall, 2nd Floor Board Room
Members:	David Oberbeck (C), Karen Kellbach, Dave Nutting, Bill Nagle, Robert Mielke

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

Presenter

- | | | Presenter |
|----|--|--------------|
| 1 | Public Comment on matters appearing on the agenda. | |
| 2 | Minutes of previous meeting(s). (11/24/2015) | |
| 3 | Discussion and Possible Action regarding 2016 Property and Boiler Insurance and related Withdrawal from the Local Property Insurance Fund | Groat |
| 4 | Discussion and Possible Action Regarding Boy Scout Lease | Groat |
| 5 | Discussion and Possible Action Amending the Procurement Policy to exempt water meters from competitive purchasing requirement and sole source documentation. | Erickson |
| 6 | Discussion and Possible Action Regarding Sole Source Purchase Request (WWTP) | Erickson |
| 7 | Discussion and Possible Action Regarding Village of Weston - Residential Permitting and Inspections Contract | Lindman |
| 8 | Discussion and possible action on 2016 Municipality Held for Cause Services Agreement with The Humane Society of Marathon County, Inc. | Jacobson |
| 9 | Discussion and possible action on 2016 Purchase of Animal Impoundment Services Agreement with the Humane Society of Marathon County, Inc. | Jacobson |
| 10 | Discussion and possible action on 2016 Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department | Jacobson |
| 11 | Budget Modification and sole source purchase of protective vests - Wausau Police | Barnes |
| 12 | Discussion and possible action regarding the status of the EMS Billing Software RFP and possible extension of the current contract until new contract begins | Groat/Kujawa |
| 13 | Discussion and possible action regarding sole source purchase for riverfront park conceptual plans - Stantec | Lindman |
| 14 | CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for negotiating the purchase of property (1312 N. 3rd Street). | |
| 15 | RECONVENE into Open Session to take action on authorizing the purchase of 1312 N 3rd Street. | |

Adjournment

David Oberbeck, Chair

IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6645 or via email mgoede@ci.wausau.wi.us

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

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 12/04/15 @ 9:15 AM

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

Other Distribution: Media, (Alderspersons: Wagner, Neal, Gisselman, Winters, Rasmussen, Abitz), *Tipple, *Jacobson, *Groat, Rayala, Department Heads

FINANCE COMMITTEE

Date and Time: Tuesday, November 24, 2015 @ 5:30 pm., Board Room

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

Others Present: Duncanson, Groat, Giese, Jacobson, Hebert, Hite, Kujawa, Lindman, Bliven, Werth, Tipple, Rayala, Gisselman, Richard Holster, media.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Chairperson Oberbeck.

Public Comment

Richard Holster spoke regarding his concerns with the 25% fee increase on the rental licensing. It is currently \$20 per year, per unit, with an inspection every three years. The proposal is for \$25, with an inspection every five years.

Minutes of previous meeting(s). (11/10/15)

Motion by Mielke, second by Kellbach to approve the minutes of previous meetings (11/10/15). Motion carried 5-0.

Discussion and Possible Action regarding the 2016 Revenue Schedule

Bill Hebert felt the fee increase for rental licensing was justified because it was priced a little lower than was proposed and we need to factor in the administrative costs and new software. Nutting questioned if we were comparable to other communities. Hebert stated Stevens Point is charging \$45 per unit per year, Beloit is \$40, and most are in that range; however, they inspect every year as they have more inspectors. He explained he went from three to five years because it is going to take longer to notify and coordinate scheduling with the tenants now, instead of the homeowner. Groat noted we currently are relying on property taxes to balance the budget for the program. Nagle felt if you have problem properties you should use the housing code and take them to court for specific violations and get large forfeitures.

Motion by Nagle, second by Mielke to amend the schedule to put the residential rental licensing fee back to \$20. Motion carried 5-0.

Motion by Nutting, second by Mielke to approved the 2016 Revenue Schedule as amended. Motion carried 5-0.

Discussion and Possible Action regarding 2016 Inspection Services Contract with the City of Schofield

Hebert summarized the proposal for inspections services for the City of Schofield. Oberbeck did not feel they were charging enough to cover all the costs for providing the service, including the time spent and training.

Motion by Nutting, second by Mielke to approve the contract with Schofield as presented. Motion carried 4-1. (*Oberbeck was the dissenting vote.*)

Discussion and Possible Action regarding Ordinance Amending Section 8.08.170(b) Licenses

Groat stated at a previous meeting she had proposed providing a discount for all new puppies and kittens regardless of the date because currently the statutes provide a July 1 date. During that meeting the committee expanded the discount for anyone who licenses a new pet regardless of its age. She pointed out there was a concern over the loss of revenue because if the new animal received all the discounts then only \$5 would be charged which would have to be turned over to the county. The city would not be able to keep anything for animal enforcement costs. Rayala added after we package and mail out the license and tags, we will have actually lost money. Oberbeck felt we should still try it at least for a year, because it would get more animals licensed providing more safety for citizens.

Rayala noted a citizen also requested a medical exception for paying the higher license fee for her dog which the vet indicated was a high risk for surgery to be altered due to its advanced age. Oberbeck stated if the veterinarian provided documentation he felt an exception should be allowed.

Motion by Mielke, second by Kellbach to approve the ordinance amendment as presented. Motion carried 5-0.

Discussion and Possible Action regarding the October 2015 General Fund Financial Report

Groat provided a narrative of revenues and expenditures for September 2015. The report can be accessed on the city's website: <http://www.ci.wausau.wi.us/Departments/Finance/MonthlyReports.aspx>

Discussion and Possible Action Regarding the Police Department's Purchase of Body Cameras, future budget requirements and sole source purchase process

Ben Bliven explained the type of equipment the department was considering and their features and benefits. He noted the Council has previously approved the 2016 CIP request of \$100,000 for body cameras. The quote received for a three year contract for body cameras was approximately \$110,000 or about \$36,000 per year; a five year contract for Taser was \$300,000. Groat noted the multi-year contract will require Council approval.

Motion by Nagle, second by Mielke to approve the contract for body cameras. Motion carried 5-0.

Report on the DOR determination of charge back of Excessive Taxes

Groat stated we had turned in two excessive tax cases for Sears and Associated Bank. DOR determination will allow us to charge back on Sears, but were denied for Associated Bank, which was approximately \$18,000.

Discussion and Possible Action regarding Budget Modifications Public Works Paving

Lindman explained this was a transfer of funds from Roadways & Streets to Buildings & Grounds to do some blacktopping in the area by the salt dome.

Motion by Mielke, second by Kellbach to approve the budget modification for DPW. Motion carried 5-0.

Discussion and Possible Action regarding satisfactory completion of 1800 Stewart Avenue LLC development agreement

Werth explained 13 years ago we entered into an agreement with Chuck Ghidorzi for a project known as Town Center. She indicated it took him two years to get the appropriate license and permit from the State of Wisconsin. Our agreement was for 14,000 square feet, but the state approved it for 13,880 square feet. She noted this piece of property cleared out an old dry cleaner and it is still contaminated. The job request was for 15 full-time jobs and in 2014 he had 26 full-time and 34 part-time. It took a blighted corner and turned it around. She requested they accept the agreement as completed.

Motion by Nutting, second by Nagle to accept the satisfactory completion of the 1800 Stewart Avenue LLC development agreement. Motion carried 4-1 (*Mielke was the dissenting vote.*)

Discussion and Possible Action regarding lease agreement of city-owned property adjacent to 206 Grand Avenue (Koz Holdings LLC d/b/a Pro Players Sports Bar and Grill)

Jacobson stated this is the lease of the parking lot at Pro Player's which expired on November 11, 2015. The lessee is interested in renewing it and questioned if the city was going to make any improvements to the lot because he is going to be making some adjacent improvements to it. Lindman indicated in his memo that the city has not budgeted for any improvements to that lot. The lease terms therefore remain the same as previous.

Motion by Mielke, second by Kellbach to approve the lease agreement of city-owned property adjacent to 206 Grand Avenue with Koz Holdings LLC. Motion carried 5-0.

Discussion and Possible Action on the Potential Project Plan Amendment and Boundary Change for Tax increment District Three.

Held over to the December meeting.

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, regarding the payment of rent loss in lieu of relocation benefits and rent differential for 1040 South 4th Avenue (Thomas Street Project).

Motion by Mielke, second by Kellbach to move into closed session. Roll Call Vote: Ayes: Nagle, Mielke, Nutting, Kellbach, Oberbeck. Noes: 0. Motion carried 5-0.

Adjourn

Motion by Nagle, second by Kellbach to adjourn the meeting. Motion carried unanimously. Meeting adjourned 6:35 pm.

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

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing the Withdrawal from the Local Government Property Insurance Fund beginning January 1, 2016 and	
Committee Action:	Approved
Fiscal Impact:	Savings of
File Number:	03-0917
Date Introduced:	December 8, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$92,012</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the City of Wausau has insured property and contractors equipment with the Local Government Property Insurance Fund (LGPIF); and

WHEREAS, the financial condition and insurance provisions offered by the LGPIF have declined; and

WHEREAS, the LGPIF 2016 renewal premium offered to the City of Wausau is \$214,896 which is a \$86,464 increase from the 2015 premium; and

WHEREAS, the City obtained quotes for property and boiler insurance for 2016; and

WHEREAS, the City’s Insurance consultant, TE Brennan Company has reviewed the proposals and recommends the City retain Travelers Insurance for property insurance and XL for boiler coverage as they provided the most advantageous rate and program;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the proper City Official(s) be hereby authorized and directed to secure property and boiler insurance from Travelers and XL for 2016; and

BE IT FURTHER RESOLVED by the Common Council that the proper City Officials are authorized and directed to submit the attached executed withdrawal form to the Local Government Property Insurance Fund

Approved:

James E. Tipple, Mayor



December 1, 2015

Ms. MaryAnne Groat
Finance Director
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Property Insurance Marketing
January 1, 2016

Dear MaryAnne:

Attached you will find our property comparison document for your review. Exhibit 1 shows a summary of the property and equipment breakdown premiums for January 1, 2016 as compared to January 1, 2015. Exhibit 2 has a more detailed comparison of the various quotes including coverages, limits, deductibles and rates. Exhibit 3 includes a coverage option for your consideration.

Property

Due to the substantial premium increase from the Local Government Property Insurance Fund (LGPIF), it was decided to market the property.

The LGPIF offered a renewal with terms and conditions per expiring at a total price of \$208,612.

The Municipal Property Insurance Company's (MPIC) offering is substantially similar to the LGPIF coverage for all but the surface water run-off. MPIC instead offers flood coverage. There is more information about this below.

Travelers has offered a competitive quote that is quite different from either the LGPIF or MPIC. We have included some of the major items of coverage on Exhibit 2 for your review. In most other cases, other sublimits are similar to the LGPIF or MPIC, but a few are not. We do not see any differences which are substantial other than for surface water/flood. Note that Travelers has offered a two year rate guarantee as long as the loss ratio for 2016 remains at less than 35%.

Two important components of a broad property insurance program are extra expense and business interruption. Extra expense pays for those additional expenses the City would incur to keep departments running if the building in which they are housed cannot be inhabited due to a covered cause of loss. Business interruption pays for loss of revenue from a location that is unusable due to a covered cause of loss. All of the quotes provide both coverages, but in different ways.

Both the LGPIF and MPIC provide \$1,500,000 in business interruption and \$5,000,000 in total extra expense coverage. For extra expense, Travelers only provides \$1,500,000 in blanket business interruption and extra expense. This means you can use the limit for either coverage as needed. We recommend that you complete a business interruption worksheet for each location with such an exposure in order to determine if the blanket limit is sufficient.

For surface water and flood, the three policies all differ. The LGPIF continues to exclude flood and only provide surface water runoff at \$1,500,000. The MPIC quote provides limited flood coverage (which would include surface water runoff) at \$1,500,000 per location for those locations not in a flood plain with a \$5,000 deductible. They have not provided a listing of those locations where flood coverage would not be available. The Travelers quote includes flood (including surface water runoff and sewer backup) for all locations at \$1,000,000 with a \$50,000 deductible.

While the deductible is higher, the 84 locations included for flood coverage have the same limit as MPIC. In addition, Travelers has offered to increase the flood limit to \$5,000,000 for these locations for an additional premium of \$12,110. This option appears on Exhibit 3.

Chubb offered a quote, but because it was higher than MPIC and substantially higher than Travelers, we did not do an in-depth review of coverages. This is why some areas of the Chubb quote say “unknown.”

Equipment Breakdown

Your Zurich equipment breakdown policy will not be renewed, so CVMIC has provided a renewal from XL which has substantially the same terms and conditions.

The XL premium is less than the premium quoted by Travelers for this coverage, and the Travelers quote contains some sublimits which are substantially lower. No matter which property option you choose, we believe the XL equipment breakdown quote offers the best option for you.

We recommend the Travelers property option and the XL equipment breakdown renewal.

Note that leaving the LGPIF requires a board resolution. This must be done and the attached form completed and submitted to the LGPIF before January 1, 2016.

Ms. MaryAnne Groat
December 1, 2015
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Once you have had an opportunity to review this material, please let us know if you have any questions or if you would like to discuss any of these items further.

Yours very cordially,

T.E. BRENNAN COMPANY

Arlene Petersen

Arlene Petersen, CPCU
petersen@tebrennan.com

Enclosures

CITY OF WAUSAU

RENEWAL COMPARISON

JANUARY 1, 2016

**CITY OF WAUSAU
NET PREMIUM COMPARISON
JANUARY 1, 2016**

	2015/2016	2016/2017				
	LGPIF/ Zurich	LGPIF/ XL	MPIC/ XL	Travelers/ Travelers	Chubb/ Chubb	Travelers/ XL
Property						
Real and Personal Property	\$110,082	\$196,178	\$125,413	\$72,812	\$142,750	\$72,812
Contractors Equipment	11,185	11,268	11,185	12,916	Incl.	12,916
Business Income	480	765	450	Incl.	Incl.	Incl.
Pier and Wharf Add'l Causes of Loss	29	29	29	Incl.	Unknown	Incl.
Special Use Animals	<u>372</u>	<u>372</u>	<u>Incl.</u>	<u>Incl.</u>	<u>Incl.</u>	<u>Incl.</u>
<i>Subtotal Property</i>	<i>\$122,148</i>	<i>\$208,612</i>	<i>\$137,077</i>	<i>\$85,728</i>	<i>\$142,750</i>	<i>\$85,728</i>
Equipment Breakdown	<u>6,284</u>	<u>6,284</u>	<u>6,284</u>	<u>16,338</u>	<u>11,970</u>	<u>6,284</u>
Total	\$128,432	\$214,896	\$143,361	\$102,066	\$154,720	\$92,012

CITY OF WAUSAU
PROPERTY INSURANCE RENEWAL
LIMITS/RATING BASE COMPARISON
JANUARY 1, 2016

	2015/2016	2016/2017			
	LGPIF/ Zurich	LGPIF/ XL	MPIC/ XL	Travelers/ Travelers	Chubb/ Chubb
Property	(LGPIF)	(LGPIF)	(MPIC)	(Travelers)	(Chubb)
Total Property Values	\$254,465,431	\$249,481,756	\$245,850,220	\$231,165,787	\$249,897,610
Business Income	1,500,000	1,500,000	1,500,000	1,500,000	2,400,000
Extended Coverage Period	30 days	30 days	30 days	180 days	Unknown
Deductible (no aggregate)	5,000	5,000	5,000	5,000	5,000/24 hrs.
Rate Per \$100 of Property Value	.0433	.0786	.0510	.0313	.0566
Valuation/ Agreed Value Policy	Replacement/Yes	Replacement/Yes	Replacement/Yes	Replacement/Yes	Replacement/Yes
Any One Occurrence Limit	Up to blanket limit	Up to blanket limit	Up to 125% of insured values	Up to blanket limit	Up to blanket limit
Special Use Animals	\$60,000	\$60,000	\$75,000	\$60,000	\$60,000
PPO if more than 1,000 ft from bldg	Yes	Yes	Yes	Per dec page	Unknown
Ordinance or Law	2,000,000	2,000,000	2,000,000	2,000,000	No sublimit
Flood	NA	NA	1,500,000	1,500,000	\$2,500,000
			all locations not in flood plain	(84 locations) (\$50,000 ded.)	(flood zone AE) (\$50,000 ded.)
Surface Water Run-off	1,500,000	1,500,000	Incl in flood	Incl in flood	Incl in flood
Sewer Backup	Within Bldg	Within Bldg	Within bldg	Incl in flood	Incl in flood
Extra Expense	\$5,000,000	\$5,000,000	\$5,000,000	Add'l \$25,000	\$100,000 per location
Debris Removal	Policy Limit	Policy Limit	Policy Limit	25% of loss plus 500,000	25% of loss plus 100,000
Pollutant Clean-up or Removal	\$10,000/50,000	\$10,000/50,000	\$10,000/50,000	100,000	25,000
Fungus, Wet or Dry Rot, Bacteria	15,000/50,000	15,000/50,000	15,000/50,000	15,000	25,000
Valuable Papers and Records	Unlimited	Unlimited	Unlimited	50,000	50,000
Unscheduled Locations	\$2,000,000	\$2,000,000	\$250,000	50,000	50,000
Newly Acquired Property					
Automatic	500,000	500,000	500,000	2,000,000 - B 1,000,000 - C	2,500,000 - B 1,000,000 - C
Time Limit for Higher Limits	90 days	90 days	60 days	180 days	180 days
Asbestos and Abatement Costs	NA	NA	\$100,000	\$100,000	No sublimit
Builders Risk	NA	NA	\$1,000,000	\$2,000,000	No sublimit

**CITY OF WAUSAU
PROPERTY INSURANCE RENEWAL
LIMITS/RATING BASE COMPARISON
JANUARY 1, 2016**

	2015/2016	2016/2017			
	LGPIF/ Zurich	LGPIF/ XL	MPIC/ XL	Travelers/ Travelers	Chubb/ Chubb
Scheduled Property (Piers/Wharves)	(LGPIF)	(LGPIF)	(MPIC)	(Travelers)	(Chubb)
Limit	\$57,009	\$57,739	\$57,009	\$57,009	Incl.
Deductible (Flood and EQ/All Other)	\$5,000/NA	\$5,000/NA	\$5,000/NA	\$2,500/\$50,000	Incl.
Rate	Incl.	Incl.	Incl.	Incl.	Incl.
Valuation	Replacement	Replacement	Replacement	Replacement	Replacement
Contractors Equipment	(LGPIF)	(LGPIF)	(MPIC)	(Travelers)	(Chubb)
Limit	\$6,947,099	\$6,998,820	\$6,947,099	\$7,175,384	\$7,175,384
Deductible	2,500	2,500	2,500	2,500	2,500
Valuation	Replacement	Replacement	Replacement	Replacement	Replacement
Unscheduled Equipment	\$100,000	\$100,000	\$100,000	No sublimit	No sublimit
	(90 days)	(90 days)	(90 days)	(90 days)	No time limit
Rate per \$100	.1610	.1610	.1610	.1800	Incl.
Equipment Breakdown	(Zurich)	(XL)	(XL)	(Travelers)	(Chubb)
Limits:					
Direct Damage	\$250,000,000	\$250,000,000	\$250,000,000	\$231,222,796	Incl.
Extra Expense	5,000,000	5,000,000	5,000,000	25,000	
Ordinance or Law	25,000,000	25,000,000	25,000,000	500,000	
Expediting Expense	5,000,000	5,000,000	5,000,000	25,000	
Hazardous Substance	1,000,000	1,000,000	1,000,000	250,000	
Ammonia Contamination	1,000,000	1,000,000	1,000,000	250,000	
Electronic Data or Media	1,000,000	1,000,000	1,000,000	100,000	
Fungus, Wet/Dry Rot	250,000	250,000	250,000	15,000	
Utility Interruption	5,000,000	5,000,000	5,000,000	50,000 (Direct)	
Spoilage	1,000,000	1,000,000	1,000,000	250,000	
Safety/Efficiency Improvements	125%	TBD	TBD	NA	
Valuation	Repair/Replace	Repair/Replace	Repair/Replace	Repair/Replace	Repair/Replace
Deductible – Direct Damage	\$1,000	\$1,000	\$1,000	\$5,000	\$5,000
– Extra Expense	12 hrs.	12 hrs.	12 hrs.	Incl.	Incl.

**CITY OF WAUSAU
PROPERTY INSURANCE RENEWAL
ALTERNATES
JANUARY 1, 2016**

	2016/2017
<p>Travelers</p> <p>1. Increase flood to \$5,000,000 at 84 locations</p>	<p>+12,110</p>

LOCAL GOVERNMENT PROPERTY INSURANCE FUND
559 D'Onofrio Drive, Suite 10
Madison, WI 53719-2805
PHONE: 877-229-0009
FAX: 877-832-0122

WITHDRAWAL FROM THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND

INSTRUCTIONS: Pursuant to the requirements of s.605.21(3) Wisconsin Statutes, provide certified notice to the Local Government Property Insurance Fund that by a majority vote, your Board or Council elected to withdraw from the Fund. **Withdrawal date cannot be prior to the date action was taken.** Send completed notice to above address.

Policyholder Name	Cancel Effective Date	Policy #
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As Clerk, I certify that by a majority vote, the above-named local governmental unit's Board/Council voted to withdraw from the Local Government Property Insurance Fund. This action was taken at the _____ / _____ / _____ meeting.
Month Day Year

Name of Clerk (Type or Print)	Signature of Clerk	Date
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Office of the City Attorney

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



Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

ADDITIONAL COMMENTS REGARDING
LEASE WITH WAUSAU FLYING SERVICE, INC. AS SPONSOR FOR
BOY SCOUTS OF AMERICA, TROOP 465

- This lease was previously approved by the Airport Committee, Finance Committee and the Common Council permitting Wausau Flying Service, Inc. as sponsor for a Boy Scout of America Troop to permit the placement of a storage shed (dimensions of 10' x 8') on Airport property, outside of the security fence at the Airport.
- After the lease was approved, Wausau Flying Service, Inc. indicated it believed the rental rate charge for the storage shed was to be established at \$0.12 per square foot *annually*.
- The lease, which circulated through the Finance Committee and the Common Council provided that the rental rate was \$0.12 per square foot *monthly*.
- Because of the lack of a meeting of the minds over the amount of the rental rate, Wausau Flying Service, Inc. has requested that provision of the lease regarding the rental rate be modified to reflect a rate of \$0.12 per square foot annually.
- No other provision in the lease is proposed for modification other than the rental rate since the prior approval.
- Non-aeronautical use of airport property requires that "the airport owner must receive a benefit for the use of airport property and the value of that benefit must be equal to or more than the fair market value of similar, off-airport property." Airport Leases: An Airport Owner and Management Reference Document, Wisconsin Department of Transportation, Bureau of Aeronautics, October 4, 2011, at p. 5.
- In addition to any monetary rental to be received by the City, the Boy Scout Troop will perform community service type of activities for the benefit of the Airport such as clean-up after City events held at the Airport and outside spring clean-up of the grounds.



Minutes of November 3, 2015

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on November 3, 2015. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on October 29, 2015.

8) Discussion and possible action amending the procurement policy to exempt water meters from competitive purchasing requirements and sole source documentation.

Lindman explained according to the current procurement policy, the purchase of goods over \$25,000 requires a bidding process. Because we are using Neptune meters due to compatibility with meter reading, staff would like to recommend that the procurement policy be amended to include an exemption for Neptune water meters. Otherwise a sole source purchase process would have to be followed every year. There are other exemptions currently in place in the procurement policy. Mayor Tipple offered background regarding the bid process followed last time meters were ordered and the amount of staff time and effort spent.

Mr. Force questioned if there was anything in place that would assure we are obtaining good value for the money. Lindman stated the meters allow us to bill people accurately, determine water loss and read remotely. Mr. Force asked how we would know if a supplier is charging more for the meters than they should be. Mr. Gehin said when he was acting as Director of Public Works he made inquiries and found that the Utility is charged equal or less for meters, which is incumbent upon the staff to do. Geier explained that the Neptune system is guaranteed to be backward compatible, which you do not get with a lot of the other systems. Additionally, the sales rep has indicated that the Utility should contact Neptune directly when purchasing for the large change out. Neptune offers more of a factory direct pricing for the large purchase. Mr. Gisselman questioned when the Utility decided upon the Neptune system. Geier stated Neptune equipment has been in place for a number of years, prior to her starting with the City. They have had other meters, but it has been found that the Neptune meter is the most reliable.

Mr. Force does not want a situation where a supplier feels they can charge whatever they want. Discussion followed.

Mr. Gehin moved to approve amending the procurement policy to exempt water meters from competitive purchasing requirements and sole source documentation. Seconded by Mr. Gisselman.

Mr. Gehin feels the word bid should be struck and replaced with proposal on the procurement policy under purchase of goods. Lindman will notify the Finance Department of this.

There being a motion and a second, motion to approve amending the procurement policy to exempt water meters from purchasing requirements and sole source documentation carried unanimously 4-0.



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

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing 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.

Polymer is used at the WWTP to thicken sludge from the final clarifiers before it is pumped to the digesters and to thicken the sludge from the digesters before it is hauled to the storage building.

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

The polymer will be used to thicken WWTP sludge so it can be spread on farm fields as fertilizer.

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

We performed bench scale tests with other brands.

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

We worked with NALCO, Freemont, and NeoSolutions in addition to the AquaChem Product.

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

Compared costs to historical NALCO Products and quote from Freemont. The sole source was approved on November 25, 2014 but the vendor has changed from Hawkins to AquaChem. AquaChem has provided a better price.

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.

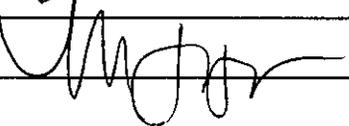
Department: Wausau Water Works

Preparer: Dave Ericksan

Vendor Name: AquaChem of America Inc.

Expected amount of purchase or contract: \$36,050

Department Head Signature:  **Date:** 12/2/15

Finance Director Signature:  **Date:** 12/2/15

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving contract for residential and commercial electrical inspection services between the City of Wausau and Village of Weston	
Committee Action:	Pending
Fiscal Impact:	Potential revenue of \$2,700 based on actual number of inspections and required time
File Number:	15-1208
Date Introduced:	December 8, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Revenue of \$2,700</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the Village of Weston would like to contract with the City of Wausau for performing residential and commercial electrical inspection services for Weston for a period not to exceed twelve weeks from the date of execution of the attached contract; and

WHEREAS, your Finance Committee, at their December 8, 2015 meeting, discussed and approved entering into a contract with the Village of Weston for residential and commercial electrical inspection services for a period not to exceed twelve weeks from the date of execution of the attached contract.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the attached contract for sinepction services between the City of Wausau and Village of Weston.

Approved:

James E. Tipple, Mayor



Memorandum

From: William D. Hebert
To: Finance Committee
Date: 12/02/2015
Re: Village of Weston – Residential Permitting and Inspections Contract

Purpose: To obtain your approval for a contract with the village of Weston to provide both residential and commercial electrical inspection services for a period to not exceed 90 days.

Facts / Considerations:

Weston's building inspector will be out on medical leave for an estimated 6 week period. The village contacted our office and requested that we provide inspection services for all trades on one and two family dwellings and commercial electrical inspections.

Our staff time would be limited to Tuesday mornings and Thursday afternoons. Our rate of charges is proposed at \$60 per hour, one hour minimum per inspection. This rate would cover an inspector and city vehicle for up to one hour.

Recommendation: Your approval is requested for:

1. Contract with the village of Weston to provide permitting and inspections services for residential and commercial electrical construction for a period not to exceed 90 days.

Impact:

The estimated inspections for the next 6 weeks is 45 inspections. Staff time will be limited to Tuesday mornings and Thursday afternoons. This amounts to approximately 12 half days. Revenue will be based on the actual number of inspections and required time. Potential revenue will be \$2700, which should be more than our costs due to the 1 hour minimum.

Coordination:

Inspections staff has worked closely with City Attorney Anne Jacobson and Weston inspector Scott Tatro.

Cc: Jim Tipple, Mayor
Eric Lindman, DPW & Utilities Director

CONTRACT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this ____ day of _____, 2015, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the VILLAGE OF WESTON, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WESTON":

WITNESSETH:

WHEREAS, WAUSAU presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

WHEREAS, WAUSAU acknowledges that pursuant to Sections 61.34, 61.35 and 62.23 of the Wisconsin Statutes that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, WESTON acknowledges that it has enacted and currently adopts and enforces the Wisconsin Uniform Dwelling Code by ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, WESTON desires to utilize, for its village, WAUSAU's residential and commercial electrical inspection services, and WAUSAU agrees to provide residential and commercial construction inspection services to WESTON all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. **TERM.** WAUSAU shall provide the following residential and commercial electrical inspection services within the corporate boundaries of WESTON for a period not to exceed twelve weeks from date of execution by both parties. This contract shall not automatically renew.
2. **SCOPE.** Subject to the provisions hereinafter contained in this contract, WAUSAU shall provide, upon request, inspection services during all phases of residential and commercial electrical construction to WESTON, and the service shall be provided to any person or entity within WESTON needing such inspection service.
3. **FEES.** WAUSAU shall be paid at \$60 per hour with a one-hour minimum by the following means:
 - A) A contractor and/or individual engaging in residential or commercial electrical construction within the Village of Weston shall obtain a zoning certificate and building permit from the Village of Weston;
 - B) WESTON will schedule inspection times in cooperation with WAUSAU;

- C) WAUSAU shall then perform and issue a final inspection, and forward the report of such inspection to WESTON.
4. TERMINATION. WAUSAU or WESTON shall each have the option at any time during the term of this contract to terminate this contract upon sixty (60) days' written notice to the other party.
5. HOLD HARMLESS. WAUSAU agrees to defend, hold harmless, indemnify, release and forever discharge WESTON 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 to any property or damages or injury to any person or persons 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 WESTON, as the result of and/or due to WAUSAU's inspection operations which are the subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the foregoing as are due, and to the extent due, to the sole negligence or intentional act of WESTON or its employees; and specifically included within this hold harmless are attorneys fees and other costs of defense which may be sustained by and/or occasioned to WESTON and/or any of WESTON's employees, agents, officers and designees, whether appointed, hired or elected.
6. NOTICE. Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403-4783, and in the case of WESTON, to the Clerk of the Village of Weston, 5500 Schofield Avenue, Weston, Wisconsin, 54476.

IN WITNESS WHEREOF, this contract has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

James E. Tipple, Mayor

Toni Rayala, Clerk

VILLAGE OF WESTON BY:

Daniel Guild, Administrator

Sherry Weinkauff, Clerk

Office of the City Attorney
Anne L. Jacobson, City Attorney
Tara G. Alfonso, Asst. City Attorney



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

Memorandum

From: Anne L. Jacobson, City Attorney

To: Finance Committee

Date: December 4, 2015

Re: **2016 Municipality Held for Cause Services Agreement with The Humane Society of Marathon County, Inc.**
2016 Purchase of Animal Impoundment Services Agreement with The Humane Society of Marathon County, Inc.
2016 Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

Purpose: To obtain your approval of the 2016 Municipality Held for Cause Services Agreement with The Humane Society of Marathon County, Inc., 2016 Purchase of Animal Impoundment Services Agreement with The Humane Society of Marathon County, Inc., and 2016 Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

Facts: The three contracts were approved in 2015 and the city would like to continue service for 2016.

Other than date changes in all three contracts, Section 2.4 was added to the Impoundment Services Agreement.

Recommendation: Approval.

cc: Mayor

MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT

THE HUMANE SOCIETY OF MARATHON COUNTY, INC.

THIS SERVICES AGREEMENT ("Agreement"), is made and entered into, by and between the MUNICIPALITY of City of Wausau (The "MUNICIPALITY") and the **Humane Society of Marathon County, Inc.** ("HSMC"), its successors or assigns.

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (A not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of: (a) animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY and (b) "Animals Held for Cause" [as that term is used in Wis. Stat. §§173.21 and 22] (i.e., animals held by HSMC on behalf of the MUNICIPALITY pending further legal determination or order); and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

WHEREAS, MUNICIPALITY desires to compensate HSMC for these services on a per animal per day basis for any animal taken into custody or Held for Cause; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401. It is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the MUNICIPALITY and HSMC as follows:

SUMMARY OF SERVICES.

1. **Animals Taken into Custody.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for and dispose of all animals taken into custody by law enforcement or humane officers pursuant to §173.13, Wis. Stats., except stray animals, as well as keep accurate records thereof of all of the animals brought to HSMC. HSMC may obtain ownership of animals if unclaimed within the statutory 7-days for eventual adoption or relocation, as permitted by law. Disposal costs of animals described above that are brought in shall be included in this Agreement.
2. **Animals Held for Cause.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for, dispose of "Animals Held for Cause," by the MUNICIPALITY, as required by law

and in coordination with law enforcement, humane officer and the Courts of Marathon County as well as keep accurate records thereof of all of the animals brought to HSMC.

3. When an animal is taken into custody by MUNICIPALITY, a lieutenant or Humane Officer with the City of Wausau Police Department (WPD) will deliver the animal(s) to its choice of veterinarians and provide HSMC with the record of the veterinary assessment, including any aftercare instructions, or deliver the animal(s) to HSMC staff with the implied authority to seek a veterinary assessment.
4. If HSMC seeks a veterinary assessment, an authorized contact at the WPD will be contacted by HSMC following the initial veterinary assessment. WPD authorized staff will then be responsible for: 1) determining the disposition of the animal before HSMC staff returns the animal(s) to the shelter; and 2) approving proposed financial expense with regard to future treatment.
5. Both parties agree to abide by the medical opinion of a state licensed Doctor of Veterinary Medicine, for the recommended care and disposition of said animal(s). For the cost of any treatment to which authorized WPD staff does not consent, HSMC reserves the right to make a public appeal for funding such expense.

1.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this agreement on a fee for service basis as described in Schedule A, attached hereto and incorporated herein by reference. All fees include initial vaccinations except rabies, certain veterinarian well checks as required by law.

2.0 REIMBURSEMENT. HSMC agrees to cooperate with the MUNICIPALITY by providing notice to the MUNICIPALITY City of Wausau via phone call or e-mail within 72 hours, not including weekends or holidays, of receipt of an animal subject to this Agreement. HSMC will provide prompt and accurate accounting of any charges made to MUNICIPALITY pursuant to Schedule A attached hereto. HSMC will also provide documentation and testimony as needed to facilitate MUNICIPALITY'S actions to seek payment, or any other form of reimbursement, for the custody, care, or treatment of any animal subject to this Agreement which is permitted by law.

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be one (1) year commencing **January 1, 2016** and this term shall expire **December 31, 2016**. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

3.2 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring MUNICIPALITY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party by 60-days prior to the expiration date.

4.0 DEFINITIONS. As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned Animal. Is a domesticated animal left for any length of time without apparent and adequate provision for its food, water, or other care as is reasonably necessary for the animal's health whose owner is known. Said animal may be taken into custody and held for cause as set forth below.

4.2 Animal Taken into Custody. As that term is used in §173.13, Wis. Stats., means animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY as follows: abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been

mistreated by a person in violation of Chap. 951, Stats., or delivered by a veterinarian pursuant to law, but does not include stray animals.

4.3 Animal Held for Cause. As that term is used in Wis. Stat. §§173.21 and 22, Wis. Stats. as follows: Animals held on behalf of MUNICIPALITY because there is reasonable cause to believe that the owner has mistreated the animal in violation of Chap. 951, Stats., or that the animal poses a significant threat to public health, safety or welfare, or the animal may be used as evidence in pending prosecution, or by court order. Such animals are only 'boarded' at HSMC and are NOT subject to adoption without agreement of the parties or further Court order.

4.4 Domesticated Animal. Dogs, cats, birds, domesticated rodents (rabbits, guinea pigs, hamsters, mice) domesticated weasels (mink, chinchillas, ferrets) domesticated birds, fish, reptiles, amphibians, invertebrates, or any other species of domestic, exotic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined below.

4.5 Livestock. Horse, bovine & bison, sheep, goat, pig, llama, alpaca, farm-raised deer, rodents, weasels, poultry, or fowl kept and husbanded for food, fur or by-product. Livestock are not within the scope of this Agreement.

4.6 Owner. Includes any person who owns, harbors or keeps an animal.

4.7 Stray. A "domesticated animal" whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. Stray animals are not within the scope of this Agreement.

4.8 Surrender. Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other legal representative (i.e., guardian, personal representative, trustee or agent under a durable power of attorney) and not any humane officer or law enforcement officer. Surrender Animals are not within the scope of this Agreement.

4.9 Unclaimed Animal. An animal may be deemed unclaimed by MUNICIPALITY under the following circumstances:

4.9.1 The owner has received notification that an animal has been taken into custody and of the procedures and requirements for return, and the owner informs the MUNICIPALITY in writing that he or she will not claim the animal.

4.9.2 The animal was taken into custody because it was abandoned, untagged, unlicensed, or delivered by a veterinarian, and within 7 days after custody is taken, the animal is not claimed by its owner and no petition has been filed in circuit court for the review of its seizure or withholding.

4.9.3 The animal is not claimed by its owner within 7 days of the end of a quarantine period if the MUNICIPALITY demands that the owner claim the animal and pay for the custody, care and treatment.

4.9.4 The owner is ordered to pay or post bond for the payment of costs of custody, care or treatment of the animal, and refuses to do so upon demand.

4.10 Wild Animal. The definition of "wild animal" is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild Animals are not within the Scope of this Agreement.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPALITY departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC'S personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Technical Assistance and Transportation of Animals. MUNICIPALITY is not purchasing transportation services from HSMC, and HSMC shall have no ongoing obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting of animals subject to this agreement 24 hours per day, 7 days per week. This intake facility/room will be made available to MUNICIPALITY law enforcement or humane officers to bring in such animals. MUNICIPALITY and its law enforcement officers agree to abide by all INTAKE PROTOCOLS established by HSMC. Facility will be open to private individuals during normal operating hours.

5.5 Services for all Animals. HSMC agrees to provide services to MUNICIPALITY for professional, humane and ethical impoundment, animal shelter, care services, treatment and humane disposal of any animal within the scope of this agreement.

5.6 Disposition of Animals.

5.6.1 MUNICIPALITY shall make reasonable efforts to notify owners regarding the grounds for the taking of any animal into custody and the procedures and requirements for return, pursuant to §173.13, Wis. Stats.

5.6.2 MUNICIPALITY shall advise HSMC whether animals may be returned to owners when claimed, unless the MUNICIPALITY directs HSMC to withhold the animal from its owner for cause.

5.6.2.1 Animals may be returned when claimed if they were taken into custody because they were abandoned, untagged, unlicensed, caused damage to persons or property, or delivered by a veterinarian, pursuant to §173.23, Wis. Stats.

5.6.2.2 Animals may be withheld from their owners where the MUNICIPALITY has reasonable grounds to believe that the owner has mistreated the animal in violation of Chap.951, Wis. Stats., the animal poses a significant threat to public health, safety or welfare, the animal may be used as evidence in a prosecution, or a court has ordered the animal withheld for any reason, pursuant to §173.21(1), Wis. Stats.

5.6.3 HSMC shall also make reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender of the animal or the return of the animal, as set forth herein.

5.6.4 In the event MUNICIPALITY directs HSMC to withhold an animal from its owner, MUNICIPALITY shall petition the circuit court for an order doing any of the following with respect to the animal: 1) Providing for payment for the custody, care, or treatment of the animal; 2) Requiring the owner of the animal to post a bond for the costs of custody, care or treatment of the animal pending the outcome of any other proceeding; 3) Authorizing the sale, destruction or other disposal of the animal, pursuant to §173.23(3), Wis. Stats.

5.7 Claim and Return. Animals which are permitted or ordered returned to their owners shall be returned upon the happening of all of the following: 1) The owner claims the animal and provides reasonable proof of ownership to HSMC; 2) If vaccination is required by statute or ordinance, the animal is vaccinated or assurance of vaccination by prepayment is given to HSMC; 3) If licensure is required by statute or ordinance, proof that the animal is licensed is provided to HSMC within 72 hours of return; and 4) All charges for custody, care, vaccination or treatment care are paid to HSMC.

5.8 Unclaimed Animals. MUNICIPALITY shall be responsible for the determination of whether an animal shall be deemed unclaimed. Upon making said determination, MUNICIPALITY shall notify HSMC and pay the disposition fee set forth in Attachment A to HSMC.

5.9 Protocols. HSMC and MUNICIPALITY agree that HSMC will create certain protocols (rules) for MUNICIPALITY'S law enforcement officers, humane officers and other authorized agents to follow in order to accomplish the efficient execution of this contract with a minimum of confusion or disagreement.

5.9.1 Law enforcement, humane officers and other agents of the MUNICIPALITY may be requested to assist with the creation and efficient administration of these protocols.

5.9.2 Continued breaches of the HSMC protocols by MUNICIPALITY will be considered a breach of contract in the discretion of HSMC.

5.9.3 MUNICIPALITY is responsible for communication of the Protocols amongst its law enforcement officers, humane officers and any other persons responsible for the execution of the terms of this agreement.

5.10 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, treatment, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this agreement and in compliance with all federal, state and local laws.

5.11 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a 'pest' exterminator.

5.12 Review of Services to All Animals. HSMC agrees that MUNICIPALITY or its designated agent shall have access to HSMC executive officer or president of the HSMC Board of Directors in order to verify compliance with the terms of this Agreement during regular business hours.

5.13 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment and redemption records. Such records shall be made available to MUNICIPALITY as they request from time to time. Such records will be available electronically.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days' written notice.

6.2 In the event this Agreement is terminated, HSMC shall be paid for all outstanding services provided to date and MUNICIPALITY agrees to pay HSMC within 60 days for such services.

6.3 In the event this Agreement is terminated, MUNICIPALITY shall promptly remove all animals boarded pursuant to this agreement and place them with another impoundment facility. Notwithstanding termination of this agreement, until another impoundment facility has been arranged and the held animals removed, MUNICIPALITY agrees to pay the HSMC for its services at the agreed upon rate.

7.0 INSURANCE and INDEMNIFICATION.

7.1 Indemnification of MUNICIPALITY. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Insurance. In order to protect itself and MUNICIPALITY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Comprehensive General Liability - \$1,000,000.00 combined single limit.
- Business Auto - \$1,000,000.00 Combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work
- Umbrella coverage - \$1,000,000.00 minimum.

7.2.1 MUNICIPALITY shall be given ten (10) days advance notice of cancellation or nonrenewal. After execution of this Agreement and upon request of MUNICIPALITY, HSMC shall furnish MUNICIPALITY with a certificate of insurance.

7.2.2 In the event any action, suit or other proceeding is brought against MUNICIPALITY upon any matter herein indemnified against, MUNICIPALITY shall give reasonable notice thereof to HSMC and shall cooperate with HSMC'S attorneys in the defense of the action, suit or other proceeding.

8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.

HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to MUNICIPALITY shall be delivered via first class mail, return receipt requested, as follows:

James E. Tipple Mayor City of Wausau 407 Grant Street Wausau, WI 54403	Toni Rayala City Clerk City of Wausau 407 Grant Street Wausau, WI 54403
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9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail, return receipt requested, as follows:

Mary Kirlin Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Linda Barger-Karger President of the Board of Directors Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401
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10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of COUNTY.

13.0 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, James E. Tipple, in my capacity as Mayor for the City of Wausau, and I, Toni Rayala, in my capacity as City Clerk for the City of Wausau, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither they nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

15.2 I, Mary Kirlin, Executive Director, Humane Society of Marathon County, Inc., and I, Linda Berna-Karger, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement on behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON MUNICIPALITY:

MARY KIRLIN, Date
Executive Director, HSMC

LINDA BERNA-KARGER, Date
President Board of Directors, HSMC

FOR MUNICIPALITY:

JAMES E. TIPPLE, Date
Mayor, City of Wausau

TONI RAYALA, Date
City Clerk, City of Wausau

This Agreement was drafted by:
Attorney Andrew W. Schmidt
Schmidt & Schmidt, S.C.
P. O. Box 146
123 Grand Avenue
Wausau, WI 54402-0146

SCHEDULE A

**RATE STRUCTURE FOR SERVICES RELATED TO ANIMALS TAKEN INTO CUSTODY
AND/OR HELD FOR CAUSE**

1.0 COMPENSATION. MUNICIPALITY agrees to pay for services outlined in this Agreement on the following schedule on a per animal basis:

Term	Admission Fee	Max billable days	Daily Rate	Disposition Charge	Vet Bills
Year 1	\$60.00	Not limited	\$16.00	\$160.00	Billed at cost

HSMC may assist Municipality in documenting health of animal while in custody of HSMC to assist in successful prosecution of alleged perpetrator of animal abuse or neglect covered by Wis. Stat. Chapter 173 and 951. Municipality will work with HSMC and District Attorney's Office for the inclusion of "restitution costs" in any criminal prosecution.

2.0 ALL SCHEDULES ABOVE ARE SUBJECT TO THE FOLLOWING:

2.1 Exceptional or emergency veterinary services provided by **non-HSMC** staff will be part of the costs billed to MUNICIPALITY on an as incurred basis, subject to those provisions in SUMMARY OF SERVICES #2 Animals Held for Cause.

2.2 Exceptional or emergency services provided by **HSMC** staff will be billed to MUNICIPALITY on an as incurred basis of \$25.00 per hour, with a one hour minimum. This is where an HSMC staff member is requested by on-site law enforcement to assist them **on-site**. **This fee is for HSMC staff and their transportation cost to and from the site to render professional advice and assistance.**

2.2.1 "HSMC Staff" means one person at the \$25/hour rate.

2.2.2 Charges will include the actual cost of supplies (i.e. special equipment for the control of animals) subject to this Agreement.

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

**BETWEEN
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND CITY OF WAUSAU**

Municipality Address: Mayor James E. Tipple
City of Wausau
407 Grant Street
Wausau WI 54403

Humane Society: Executive Director
7001 Packer Drive
Wausau WI 54401

Registered Agent Attorney Andrew W. Schmidt
For HSMC: 123 Grand Avenue
Wausau WI 54403

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of Wausau (the "MUNICIPALITY") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays and the non-dog strays of the Village of Weston, Town of Weston and City of Schofield (collectively "EVEREST METRO"); and

WHEREAS, HSMC, is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner consistent with Wisconsin Statutes and pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, Wisconsin 54401, but periodically uses third party facilities to fulfill the services provided in this Agreement; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into an Agreement with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to this Agreement; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and treatment of non-dog strays for the Term of this Agreement.

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

AGREEMENT

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (EXCLUDING DOGS) in response to a request by MUNICIPALITY.

1.1 Stray Animals (EXCLUDING DOGS). HSMC will operate an impoundment facility to care for, and/or humanely dispose of non-dog strays as defined per this Agreement as well as keep accurate records thereof pursuant to the provisions of Wis. Stats. §173.15(2)(b) of all of the animals brought to HSMC under the terms of this Agreement.

1.2 Animals Held for Cause. This Agreement does not include impoundment services for animals taken into custody pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this Agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to §173.21, Wis. Stats., et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement.

1.3 HSMC will attempt to locate the owners of stray animals and if found, inform the owner of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

1.5 This Agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate one year agreement with HSMC for impoundment services for stray dogs.

1.6 The services provided herein by HSMC also include any non-dog stray brought in under MUNICIPALITY's "INTERGOVERNMENTAL HUMANE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF WAUSAU AND EVEREST METROPOLITAN POLICE DEPARTMENT" first entered into January 1, 2014, for as long as such agreement remains in

effect and EVEREST METROPOLITAN POLICE DEPARTMENT has an agreement with HSMC for acceptance of cats.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows: \$55,500 for the contract, for up to 300 non-dog strays. For any non-dog stray brought in beyond 300, the flat fee shall be \$200 per non-dog stray. The fees include **any** non-dog stray brought in under MUNICIPALITY's "INTERGOVERNMENTAL HUMANE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF WAUSAU AND EVEREST METROPOLITAN POLICE DEPARTMENT" entered into January 1, 2014.

2.1 The contract price of \$55,500 shall be due and paid in full on or before January 30, 2016 less any credit pursuant to Section 2.3 and 2.4 below.

2.2 HSMC will bill MUNICIPALITY for animals beyond 300 non-dog strays regardless of whether Wausau Police/Humane Officer or Everest Metro Police Officer delivers the animals to HSMC.

2.3 If less than 300 non-dog strays are brought in during calendar year 2016, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2016, a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2017.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2014 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2014, there were 17 Cats that qualified for a credit of \$1,990. and \$560. in owner reclaim fees for a total WAUSAU credit of \$2,550. Additionally, there were 3 Cats that qualified for a credit of \$390. and \$70. in owner reclaim fees for a total VILLAGE OF WESTON credit of \$460. **THE TOTAL CREDIT UNDER THIS CONTRACT FOR 2014 RETURN TO OWNER ANIMALS IS \$3,010.** (There were NO Town of Weston or City of Schofield Return to Owner animals in 2014).

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be from January 1, 2016 through December 31, 2016. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

4.0 DEFINITIONS. As used in this Agreement the following words shall have the meanings provided below:

4.1 **Stray Non-Dog Animal:** A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC only by the MUNICIPALITY's humane or law enforcement officers, or a humane officer or law enforcement officer of Everest Metro.

4.2 **Surrender:** Is any animal that has been voluntarily delivered to HSMC by its owner, handler or other person entitled to do so. Surrender animals are NOT within the scope of this Agreement.

4.3 **Unclaimed:** Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.4 **Wild Animal:** The definition of "wild animal" is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild animals are NOT within the scope of this Agreement. "Wild animals" does not include feral cats.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 **Cooperation.** HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

5.2 **HSMC Personnel.** HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC's personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 **Transportation of Animals.** MUNICIPALITY is NOT purchasing transportation services to or from HSMC, and HSMC shall have no obligation to pick up or transport ANY animal covered by this Agreement.

5.4 **Facility Access.** HSMC will provide, or assure the availability of an appropriate facility that will provide admitting stray non-dog animals 24 hours a day, 7 days a week, that are delivered by humane and/or law enforcement officers employed by the City of Wausau or Everest Metro.

5.5 **Services for Animals.** HSMC agrees to provide for the professional, humane and ethical impoundment, animal shelter, care services, and humane disposal of any animal within the scope of this Agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7 day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dog animals are never known or even identified such that HSMC's ability to find the owner is a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this Agreement and in compliance with all federal, state and local laws.

5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a "pest" exterminator.

5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animals remains.

5.10 Protocols. Both parties will mutually create and agree upon protocols to follow in order to accomplish the efficient execution of this Agreement with a minimum of confusion or disagreement.

5.11 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment, redemption records and those additional records as may be required under Wis. Stats. §173.15(2)(b). Such records shall be made available to MUNICIPALITY. Such records will be available for review, copying or inspection at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate this Agreement, for any reason, at any time upon 30 days written notice to the other party.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for the Compensation paid by the MUNICIPALITY prescribed under Section 2.0 of this Agreement less either the amount of animals turned into HSMC by the MUNICIPALITY multiplied by \$185 or 1/12th for each month that the Agreement is in effect whichever is greater.

7.0 INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In order to protect itself, MUNICIPALITY and EVEREST METRO, its officers, boards commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

7.2 Indemnification.

A. Immunity. The MUNICIPALITY and EVEREST METRO are governmental entities entitled to governmental immunity under law, including Wis. Stat. §893.80. Nothing contained herein shall waive the rights and defenses to which the MUNICIPALITY AND EVEREST METRO may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendments thereof.

B. Responsible for Own Actions. HSMC, MUNICIPALITY AND EVEREST METRO shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

D. HSMC shall indemnify, hold harmless and defend MUNICIPALITY and EVEREST METRO, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY and EVEREST METRO, its officers, employees, agencies boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the willful or intentional acts or omissions of MUNICIPALITY and EVEREST METRO, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY and EVEREST METRO under this paragraph shall survive the expiration or termination of this agreement.

8.0 NOTICE TO PUBLIC AND PRIVATE ON NONAFFILIATION. HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to the MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Mayor James E. Tipple
City of Wausau
407 Grant Street
Wausau WI 54403

Toni Rayala
City Clerk
407 Grant Street
Wausau WI 54403

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail as follows:

Mary Kirlin
Executive Director
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

Linda Berna-Karger
President of the Board of Directors
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This Agreement together with any all instruments, exhibits, schedules or addenda attached hereto sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court, State of Wisconsin.

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT. No party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES. Except as set forth herein above with respect to EVEREST METRO, this Agreement is intended to be an Agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

13.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, James E. Tipple, in my capacity as MUNICIPALITY Mayor, and acting as the MUNICIPALITY Contract Administrator for the City of Wausau, and I, Toni Rayala, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau

and to receive the consideration specified in it, and that neither we nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

15.2 I, Mary Kirlin, Executive Director, Humane Society of Marathon County, Inc., and I, Linda Berna-Karger, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement of behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY, INC.:

MARY KIRLIN Date
Executive Director, HSMC

LINDA BERNA-KARGER Date
President Board of Directors, HSMC

FOR MUNICIPALITY:

JAMES E. TIPPLE Date
Mayor, MUNICIPALITY Contract Administrator

TONI RAYALA Date
City Clerk

This Agreement drafted by
Anne L. Jacobson
City of Wausau

Modified by Linda Berna-Karger 10-14-15
Modified by Anne Jacobson 11/30/15

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

THIS AGREEMENT, entered into this 1st day of January, 2016, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY" and the Everest Metropolitan Police Department, hereinafter referred to as "EVEREST METRO";

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

2. STAFFING. Humane Officer hours shall be on average 40 hours per week which said schedule shall be flexible. However, the Humane Officer or his/her designee shall still respond to those calls for services in the times set forth on Exhibit A.

3. PRIORITIZATION. Upon receiving a telephone call or other communication from an EVEREST METRO police officer, or from a designated municipal staff member from the City of Schofield or Village of Weston, related to those duties set forth in ¶1. a-c. above, such matter will be handled on a priority basis. The CITY reserves the right to prioritize responses according to the attached animal response prioritization set forth on Exhibit A attached hereto and incorporated herein.

4. COMMENCEMENT, TERM, AND TERMINATION. The term of this Agreement shall commence on January 1, 2016 (“Commencement Date”) and terminate on December 31, 2016 (“Termination Date”).

5. COMPENSATION. EVEREST METRO shall pay \$16,860 to the CITY for the services provided in this Agreement. Payment will be due no later than July 5, 2016 to the Treasurer of the CITY. The CITY agrees that all funds paid by EVEREST METRO pursuant to this Agreement will be used only to fulfill the terms of this Agreement.

6. HOLD HARMLESS/INDEMNIFICATION & INSURANCE.
 - a. The CITY shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the Humane Officer, the CITY’S agents and employees in the execution of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to EVEREST METRO with EVEREST METRO as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to EVEREST METRO. The CITY shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker’s Compensation Statutory Coverage

General Liability Insurance Coverage:

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

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

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

CITY:	EVEREST METRO
City of Wausau	Attn: Chief of Police
Attn: City Clerk	5303 Mesker Street
407 Grant Street	Weston, WI 54476
Wausau, WI 54403	
11. ASSIGNMENT. The parties acknowledge that the services provided herein are unique. Accordingly, neither party may assign their rights or delegate the duties or obligations under this Agreement.
12. AMENDMENTS. This Agreement contains the entire Agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein.

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

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

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

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

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

James E. Tipple, Mayor

Wally Sparks, Chief of Police

Toni Rayala, Clerk

Milton Olson, Chairman - Everest Metro
Joint Finance Committee

EXHIBIT A

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



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

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$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.

Ongoing Sole Source – 365 days One Time Sole Source Request

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

We are seeking additional professional engineering and design services for the public park amenities on the Riverfront parcel.

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

The two task orders #9 and #10 outline the park design services including the bath/concession building and park amenities including the area from underneath the Bridge Street bridge to the WOW building.

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

The City of Wausau undertook a competitive selection process for consultants for the Riverfront in 2012. We followed a process that was dictated by the EPA due to some grant funding the City received. The competitive process resulted in proposals from six companies which are outlined on the attached August 7, 2012 Board of Public Works minutes. Proposals were evaluated and Stantec was selected. The document indicated that the City desired to contract with one full-service consulting firm and that the consultant may be retained for additional work. To date this work has included the comprehensive plan for the property, the marketing plan and the engineering work on the stream and bridge, the remediation plan, site testing, the Riverwalk and park amenities plan for 2016 and the engineering work on 1st Street Extension and parking lots. There are a few riverfront projects yet to undertake including the park work outlined in Task Orders #9 and #10 and the south riverbank restoration work as delineated on the attached map. In addition, there could be infrastructure work for other future development. Having this work completed by Stantec, City's current engineer, will ensure continuity of the design and will reduce time and expenses to inform and educate another engineering firm of what has already been completed (including design plans, concepts, specifications, funding requirements, and management

practices). Project management will be simplified using one engineering firm as City staff and contractors will have one responsible entity for all plans/designs and only one contract to administer related to engineering services.

4. Describe your efforts to identify other vendors to furnish the product or services.
As noted in Question 3 the City followed a competitive process to secure an engineering firm with a wide breadth of experience in multiple facets to ensure they could meet the majority of engineering and design demands of this significant redevelopment project.

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

They were evaluated during the competitive selection and we are also able to evaluate as compared to other contractual services contracts.

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

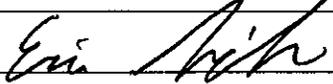
- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain)
- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack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

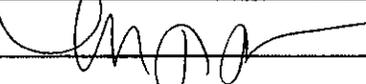
Department: Department of Public Works

Preparer: Eric Lindman

Vendor Name: Stantec

Expected amount of purchase or contract: \$51,400

Department Head Signature:  **Date:** 12/4/15

Finance Director Signature:  **Date:** 12/4/15



MASTER SERVICES AGREEMENT
TASK ORDER NO. 9

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF WAUSAU

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: November 23, 2015

This TASK ORDER is issued under the MASTER SERVICES AGREEMENT (dated August 31, 2012) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and the CITY OF WAUSAU ("CLIENT"). This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Allen Wesolowski, PE,

PROJECT: Bath and Concession Building and Immediate Surroundings: Research, Preliminary and Final Design, Illustrations and Virtual Tours, Cost Estimate, and Contract Documents.

SERVICES: STANTEC shall perform the following SERVICES:

Provide professional design services related to the Wausau Riverfront Development.

A. Bath and Concession Building Concept / Schematic Design Phase:

1. Research: evaluate existing Bath Building design and verify function, public agency and industry design guidance conformance and practicality. The Committee will provide guidance for the design program prior to our beginning Concept / Schematic Design.
2. Prepare Concept / Schematic Design refinement for architectural building design and landscape architectural design:
3. Items to be in the Concept / Schematic Design will be:
 - a) Building siting, orientation and floor plan.
 - b) Guest, staff and storage accesses.
 - c) Immediate site ground covers, planting and paving, seating.
 - d) Concession space and equipment needs.
 - e) Roof, canopy(ies) and exterior massing, elevations, and materials.
 - f) Interior finishes palette.
 - g) Theme, identity, lighting and signage elements.
4. Upon approval of first round of Concept Design/Schematic Design refinement, we will prepare 3D imagery at both eye level and from a "birds eye" vantage point
5. Provide the proposed project schedule and cost estimate.
6. Presentation of the Schematic Design Concepts will be done in up to two (2) Committee meetings, for review, discussion, potential design concept refinement, and Committee formal approval.

B. Bath and Concession Building Preliminary Design / Design Development Tasks:

1. With formal Concept Design approval, we will prepare Preliminary/Design Development drawings with same Concept Design items (Items a-g), and preliminary opinion of probable construction cost; for review and comment.
2. Attend one (1) meeting/conference call with the Committee to review designs and cost estimate. Document all meeting comments and reflect in Preliminary Design drawings.

CONTRACT TIME: With timely Committee authorization, input, review and design approvals, we will complete Concept Design within four weeks of Agreement receipt/authorization, and Preliminary Design level within four weeks of Concept approval.

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:
The work will be performed for a lumps sum fee of \$30,000. Stantec will not exceed the authorized amount without prior written approval. Reimbursable expenses are additional, up to 10% of fees, without added authorization.
Optionally, if the Committee wishes to strengthen presentations to contributors, we will prepare a 3D virtual digital video tour, at both eye level and from a "birds eye: elevation. This work would be provided for a lump sum fee of \$2,600.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Task Order:
The additional conditions as outlined in the original MSA and Task Order No. 1 apply.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Task Order:
None.

INSURANCE REQUIREMENTS: As provided in the original MSA and Task Order No. 1.

CITY OF WAUSAU

STANTEC CONSULTING SERVICES INC.



Print Name and Title

Eric Lembke, Senior Associate

CITY OF WAUSAU

Print Name and Title



MASTER SERVICES AGREEMENT
TASK ORDER NO. 10

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF WAUSAU

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: November 6, 2015

This TASK ORDER is issued under the MASTER SERVICES AGREEMENT (dated August 31, 2012) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and the CITY OF WAUSAU ("CLIENT"). This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Allen Wesolowski, PE,

PROJECT: Riverfront Park Design: Research, Preliminary and Final Design, Illustrations and Virtual Tours, Cost Estimate, and Contract Documents. (Project area is from WOW Bldg. to North Side Under Bridge St. Overpass, from the Riverside Trail to the First St. sidewalk in front of the parking).

SERVICES: STANTEC shall perform the following SERVICES:

Provide professional design services related to the Wausau Riverfront Development.

A. Riverfront Park Concept / Schematic Design Phase:

1. Prepare a Concept / Schematic Design-level site design integrating features on the existing Concept Plan, and potential added attractions.
2. Items to be integrated into the Concept / Schematic Design(s) will be:
 - a) Research of park equipment and outdoor activity trends, play and recreation attractions.
 - b) Four season activity potentials and attractions.
 - c) Trail positions and connections and Building siting, orientation and accesses.
 - d) Planting and fencing screening to Bath Building accesses, parking, active sports areas, passive areas, etc., outdoor seating and amenity features/furniture.
 - e) Exercise, climbing walls, challenge courses, ropes course and zip line potentials.
 - f) Roofs, trellises, canopy(ies), shade structures, lighting and theme elements.
3. Provide site plan drawings, elevation views and example photo imagery of park features.
4. Provide the proposed Park Phasing Plan.

B. Riverfront Park Preliminary Design / Design Development: With the Committee's review, provided guidance and approval of the preferred Concept Park design components, the same Concept Design features (Items a-f above) and drawing content will be refined to a Preliminary Design/Design Development level.

1. We'll provide intermediate opinion of probable park and features construction costs.

2. Both 2D and 3D design color renditions/illustrations will be provided to assist with sponsor/contributor/benefactor funding advocacy. An optional a virtual digital tour at both eye level and from a "birds eye" vantage point can be provided as well if desired.

CONTRACT TIME: With timely Committee authorization, input, review and design approvals, we will complete Park Concept Design within four weeks of Agreement receipt/authorization and Preliminary Design level within four weeks of Concept approval.

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

The work from Concept through Preliminary Design will be performed on an hourly basis up to a total of \$15,000. The work will be performed per Stantec's billing rate table provided in the the MSA. Stantec will not exceed the authorized amount without prior written approval. Final design and contract documents will be under added agreement and compensation; determined once scope becomes known. Reimbursable expenses are additional, up to 10% of fees, without added authorization.

Optionally, if the Committee wishes to strengthen presentations to contributors, we will prepare a 3D virtual digital video tour, at both eye level and from a "birds eye: elevation. This work would be provided for a lump sum fee of \$3,800.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

The additional conditions as outlined in the original MSA and Task Order No. 1 apply.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

None.

INSURANCE REQUIREMENTS: As provided in the original MSA and Task Order No. 1.

CITY OF WAUSAU

STANTEC CONSULTING SERVICES INC.



Print Name and Title

Eric Lembke, Senior Associate

CITY OF WAUSAU

Print Name and Title

Bridge Street

2017

2015

2016

2016

2015

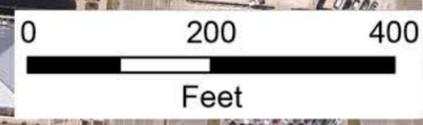
2016

North Riverfront Development

2017

South Riverfront Development

2017



WAUSAU RIVERFRONT DEVELOPMENT
NORTH & SOUTH CONSTRUCTION PHASING PLAN

WAUSAU EAST RIVERFRONT DEVELOPMENT

November 11, 2015



Scott Street

Agenda Item No.

STAFF REPORT TO FINANCE COMMITTEE

AGENDA ITEM

Authorization to purchase 1312 N. 3rd Street

BACKGROUND

1312 N. 3rd Street is a single family home that has been a rental property for many years. This property is directly north of the two city owned properties in which the proposed "brownstones redevelopment" project would go. This would provide extra space for that development.

KEY ISSUES

- * The property is assessed at \$46,200.
- * The property is vacant.
- * The addition of this parcel will add approximately 6,270 square feet for the proposed Brownstone Redevelopment project.
- * Anticipated testing and demolition cost will be \$8,000 - \$10,000 for a total project costs of \$54,200 - \$56,200.
- * Attached map indicates with the red blocks the parcels the City currently owns. The yellow highlighted parcel is the property in question.

FINANCIAL IMPACT

- * \$40,500 of Community Development Block Grant blight funds
- * Remaining \$13,700 - \$15,700 from TID #3



