



FINANCE COMMITTEE
Tuesday, November 22, 2016 at 5:00 pm.
City Hall, Council Chambers

Karen Kellbach, Dave Nutting, Lisa Rasmussen (C), Joe Gehin (VC), Dennis Smith

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)		Presenter
1	Minutes of the previous meeting. (11/09/16)	
2	Discussion and possible action on the sole source purchase approval for firearms purchase for the police department	Hardel
3	Discussion and possible action on the sole source purchase approval for the animal contracts with the Humane Society	Hardel/Jacobson
4	Discussion and possible action on the purchase of animal impoundment services agreement between the Humane Society of Marathon County, Inc.	Hardel/Jacobson
5	Discussion and possible action on the Municipality Held for Cause Services Agreement with the Humane Society of Marathon County, Inc.	Hardel/Jacobson
6	Discussion and possible action on the Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department	Hardel/Jacobson
7	Sole Source for GHD Environmental Services related to the Wausau Superfund Site	Groat
8	General Fund Financials for the month of October 2016	Groat
9	Consider encumbrance policy	Groat
10	Discussion and possible action regarding the 2016 Capital Budget modification for the engineering services pertaining to 1st Avenue design	Lindman
11	Discussions and possible action on Fire Department carryover request	Kujawa
12	Discussion and Possible Action on the Potential Acquisition of Property at 411 Washington Street	Schock
13	Discussion and Possible Action on Strategies Related to Potential Tax Increment Finance Plan Changes and/or Plan Creation for the Property at 411 Washington Street	Schock
14	Discussion and Possible Action on the Proposals Received for the Property at 411 Washington Street	Schock
15	Discussion and Possible Action on the Amendment to the Parking Agreement for the Wausau Center Mall	Schock
16	Discussion and possible action on approving nominal payment parcel report for the Thomas Street Project and approving appraisals and offering prices reports for the Thomas Street Project	Lindman
17	CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session - Discussion and possible action on approving the Nominal Payment Parcel Report for the Thomas Street Reconstruction Project, which includes the following properties: Parcel 33 - 915 West Thomas Street Parcel 34 - 1104 & 1122 South 9th Avenue and 1105 South 10th Avenue Parcel 44 - 1102 South 8th Avenue Parcel 46 - 701-703 West Thomas Street Parcel 54 - 601 West Thomas Street Parcel 55 - 1101 South 6th Avenue & 515 West Thomas Street Parcel 56 - 505 West Thomas Street Parcel 61 - 417, 421 & 423 West Thomas Street Parcel 62- 415 West Thomas Street Parcel 63 - 411 West Thomas Street Parcel 64 - 1102 South 4th Avenue Parcel 65 - 320 West Thomas Street & 1033 South 4th Avenue	
18	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 - Discussion and possible action on approving appraisals and offering price reports for the Thomas Street Reconstruction Project for the following properties: Parcel 6 - 1405 West Thomas Street Parcel 7 - 1401 West Thomas Street Parcel 20 - 1201-1205 West Thomas Street Parcel 28 - 1014 West Thomas Street Parcel 52 - 604 West Thomas Street	
19	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 *Discussion and Possible Action on the Potential Acquisition of Property at 411 Washington Street *Discussion and Possible Action on Strategies Related to Potential Tax Increment Finance Plan Changes and/or Plan Creation for the Property at 411 Washington Street *Discussion and Possible Action on the Proposals Received for the Property at 411 Washington Street *Discussion and Possible Action on the Amendment to the Parking Agreement for the Wausau Center Mall	
20	RECONVENE into Open Session, if necessary, to take action on Closed Session items.	

Lisa Rasmussen Chair

IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6621 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 11/16/16 @ 3:30 pm.

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

Other Distribution: Media, (Alderspersons: Peckham, Wagner, Neal, Gisselman, McElhane, Abitz), *Mielke, *Jacobson, *Groat, Rayala, Department Heads

JOINT FINANCE COMMITTEE and HUMAN RESOURCES COMMITTEES

Date and Time: Wednesday, November 9, 2016 @ 5:00 pm., Council Chambers

Finance Members Present: Rasmussen (C), Smith, Kellbach, Gehin, and Nutting

HR Members Present: Wagner (C), Gisselman, McElhaney, Neal, and Smith

Others Present: Groat, Barnes, Hardel, Giese, Jacobson, Kujawa, Krohn, Schock, Mielke, Peckham, Lindman, Klein, Splinter, Duncanson

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 there was a quorum present of both committees and the meeting was called to order by Finance Chairperson Rasmussen and HR Chairperson Wagner.

JOINT ITEM: Discussion and possible action regarding resolution authorizing the Wausau Police Department to accept a Victim of Crime Act Grant of \$186,439 to establish a Victim Response Team and pursue additional local grant funding to fund the remaining program balance, establish a budget as presented within the 2017 Other Grants Fund and approving two new FTE positions needed to establish the Victim Response Team

Captain Matt Barnes stated we have regularly seen a void in what our officers felt was a need for mental health treatment or care for victims, instead of just collecting their information and suggesting they talk to someone. He explained that VOCA, or the Victims of Crime Act, is a federal fund of billions of dollars that comes from fines from oil companies for oil spills. The police department recognizes the need for immediate mental health care for victims of crime and to do that we need a therapist. To support this team, we also felt that we needed an officer to work with them and this was proposed through a long grant process. He indicated we were awarded the grant and VOCA was very excited about this new idea that no other police departments in the country has looked at. This may really set the precedent for what other departments can strive to do.

Barnes stated from an HR standpoint it is two positions; from a funding standpoint, we will provide them office space, computers, phones, etc., and a percentage of his time to come up with \$23,500 worth of match. He pointed out the one thing VOCA can't do is fund police officers conducting normal police duties, which means we would have to decline \$30,000 in funding that he was confident we could make up with foundation funding.

Neal questioned what the ongoing fiscal picture would look like for continuing the program beyond the first year. Barnes explained with VOCA each year is individually approved on a three year competitive cycle, so we are approved for this year and if we accomplish what we say and report it, we get the grant for next year and the following and then we have to compete for the grant again. He noted there is a history of long term funding for programs like this.

HR Committee vote:

Motion by Neal, second by Smith to approve two new FTE position to establish the Victim Response Team. Motion carried 5-0.

Adjourn – HR Committee

Motion by Neal, second by Gisselman to adjourn the HR Committee. Motion carried unanimously. HR adjourned at 5:15 pm.

Finance Committee

Motion by Kellbach, second by Gehin to approve the acceptance of the VOCA grant; pursue addition local grant funding; and establish a budget within the 2017 Other Grants Fund. Motion carried 5-0.

Minutes of previous meeting(s) (10/25/16)

Motion by Nutting, second by Kellbach to approve the minutes of the previous meeting on 10/25/16. Motion carried 5-0.

Discussion and possible action regarding budget modification for firearms - Wausau Police Department

Barnes stated the police department is in need of a significant amount of new rifles. In an effort to have all of our long guns consistent with each other, we want to replace some and some will be sold and traded in. He indicated between that purchase with optics for those rifles, as well as our need to purchase new hand guns this year that we

did not budget for, the total cost of those two items is \$49,200. He stated they were estimating an approximate \$100,000 budget surplus after this transfer.

Motion by Nutting, second by Smith to approve the budget modification for firearms. Motion carried 5-0.

Discussion and possible action regarding public depository resolution to reflect the new Assistant Finance Director

Groat stated this is housekeeping item to change the name of the Assistant Finance Director from retired Richard Whalen to the newly hired Robert Splinter, to allow us to get the signature cards changed at the various banks.

Motion by Nutting, second by Gehin to approve the change to the depository resolution. Motion carried 5-0.

Discussion and possible action regarding the 2017 Fee Schedule

Groat stated as part of the budget process we ask all of the departments to look at their fee schedules and make recommendations for improvements, increases, or new revenue sources. She indicated some of the major changes took place in the Fire Department with their EMS billing, as we had not increased the rates in about five years. The EMS Coordinator did a fairly significant survey of what other communities with charging, along with reaching out to our EMS bill company. She noted they are also asking for their inspection fees to change, because of having to do many re-inspections. Groat noted the new schedule goes into effect on January 1st.

Chief Kujawa pointed out the lift assist on the fee schedule states no change, however, she was recommending a \$75 change. Currently it states \$200 after two lift assists and she requested it be changed to \$275.

Motion by Kellbach, second by Gehin to approve the 2017 Fee Schedule, to include the correction as presented by Chief Kujawa. Motion carried 5-0.

Discussion and possible action regarding the 2017 Budget

Groat stated we have received tentative rates from the school district and the technical college and we will be seeing decreases in those rates. She indicated we were still waiting for the school credit, but assuming that the school credit that we get from the State of Wisconsin would stay the same, the school tax rate would go down approximately \$0.60-\$0.67, depending on which school it is. Our taxes are increasing \$0.24, so the net will be about a \$0.40 decrease to the resident.

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, regarding Wausau Center Mall redevelopment strategy

Motion by Nutting, second by Gehin to convene in closed session. Roll Call Vote: Ayes: Kellbach, Gehin, Smith, Nutting and Rasmussen. Motion carried unanimously.

Discussion and Possible Action regarding legal options available following termination of VGSI assessment software contract.

Discussion in closed session.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, related to legal options available following termination of VGSI assessment software contract.

Motion by Nutting, second by Kellbach to convene in closed session. Roll Call Vote: Ayes: Kellbach, Gehin, Smith, Nutting and Rasmussen. Motion carried unanimously.

Adjourn – Finance Committee

Meeting adjourned in closed session at 6:20 pm.



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.
 - 1) FN brand AR15 rifles – semiautomatic assault rifle
 - 2) Aimpoint red dot optics
 - 3) Ambidextrous safeties
 - 4) Light mounts and lights for rifles

Vendor – Nelson Tactical (Green Bay Company)

2. Provide a brief description of the intended application for the service or goods to be purchased.
 The rifles will replace older models currently deployed in squad cars. The Aimpoint optics will be mounted on the rifles increasing the accuracy and accountability. Rifles are not assigned to individuals and therefore require ambidextrous safeties. The lights will be mounted to the underside of the rifles allowing for use in low light situations.
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 Wausau Police Department tested the FN rifles and found them to be the best rifle on the market for our use. FN rifles were also the lowest cost for a rifle at this level of quality. Wausau PD staff traveled to Green Bay, WI and tested the FN rifles. Upon inspection, the FN rifle was determined to be of good quality and capable of meeting the needs of the Wausau PD.

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

Numerous vendors exist in the marketplace that sell AR15 rifles and FN rifles specifically. The opportunity to work with a vendor within a reasonable travel distance was appealing. The price per rifle and optic was the determining factor in selecting Nelson Tactical as the vendor. In addition, Nelson Tactical received positive reviews for service from several other Law Enforcement agencies and our experience working with them was very positive.

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

Compared with other vendor's prices, Nelson Tactical had the lowest price. See below:

FN AR15 price per rifle -

Nelson Tactical - \$818.00 each

Kiesler Gun Supply-\$975.54 each

OMB Guns-\$980.00 each

Aimpoint rifle optics -

Nelson Tactical - \$451.85

MidwayUSA - \$455

Optics Planet - \$470

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.

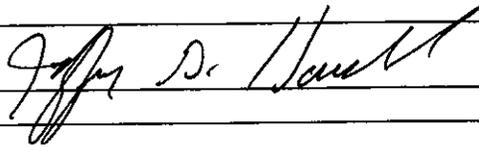
Department: *Wausau Police Department*

Preparer: *Captain Matthew Barnes*

Vendor Name: *Nelson Tactical*

Expected amount of purchase or contract: *\$45,000*

Department Head Signature:



Date: *11/15/16*

Finance Director Signature:

Date:



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.

X	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. <ol style="list-style-type: none"> 1) Provide shelter, care, and adoption for non-dog stray animals (Cat Contract) 2) Provide shelter and care for animals being held for cause by the Wausau Police Department. 	

Vendor: Humane Society of Marathon County

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

Provide an immediate location for Wausau PD staff to take stray, neglected, or abused animals.

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.

No other vendors within a reasonable distance exist that provide this service.

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

Several years ago, efforts were made to contact other Humane Societies and kennels requesting bids to provide this service. None of the other possible vendors were interested in providing this service to the City of Wausau.

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

The vendor's price has not changed in three years. See attached proposed 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: Wausau Police Department

Preparer: Captain Matthew Barnes

Vendor Name: Humane Society of Marathon County

Expected amount of purchase or contract: \$50,875.00(Non Dog Stray Contract – 275 cats) and Held for Cause (per event)

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

Finance Director Signature: _____ **Date:** _____

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

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

Municipality Address: Mayor Robert B. Mielke
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 effective January 1, 2017.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows: \$50,875 for the contract, for up to 275 non-dog strays. For any non-dog stray brought in beyond 275, 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 \$50,875 shall be due and paid in full on or before January 30, 2017 less any credit pursuant to Section 2.3 and 2.4 below.

2.2 HSMC will bill MUNICIPALITY for animals beyond 275 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 275 non-dog strays are brought in during calendar year 2017, 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, 2017, a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2018.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2015 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 2015, there were 28 Cats that qualified for a credit of \$2,790 and \$1,200 in owner reclaim fees for a total WAUSAU credit of \$3,990. Additionally, there were 2 Cats that qualified for a credit of \$170 and \$120 in owner reclaim fees for a total VILLAGE OF WESTON credit of \$290. **THE TOTAL CREDIT UNDER THIS CONTRACT FOR 2015 RETURN TO OWNER ANIMALS IS \$4,280.** (There were NO Town of Weston or City of Schofield Return to Owner animals in 2015).

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be from January 1, 2017 through December 31, 2017. 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 Robert B. Mielke
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, Robert B. Mielke, in my capacity as MUNICIPALTY 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:

ROBERT B. MIELKE Date
Mayor, MUNICIPALITY Contract Administrator

TONI RAYALA Date
City Clerk

This Agreement drafted by
Anne L. Jacobson
City of Wausau

Updated by Linda Berna-Karger 11-11-16

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, 2017** and this term shall expire **December 31, 2017**. 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:

Robert B. Mielke 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, Robert B. Mielke, 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:

ROBERT B. MIELKE, 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.

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

THIS AGREEMENT, entered into this 1st day of January, 2017, 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, 2017 (“Commencement Date”) and terminate on December 31, 2017 (“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, 2017 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: City Clerk
407 Grant Street
Wausau, WI 54403

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

11. ASSIGNMENT. The parties acknowledge that the services provided herein are unique. Accordingly, neither party may assign their rights or delegate the duties or obligations under this Agreement.

12. AMENDMENTS. This Agreement contains the entire Agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein.

13. **JURISDICTION.** Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Marathon County unless it is determined that such Court lacks jurisdiction. The parties expressly waive the right to bring such action in, or to remove such action to any other court whether state or federal, unless it is determined that the Circuit Court for Marathon County lacks jurisdiction. This Agreement shall be construed under the laws of the State of Wisconsin.
14. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or void, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.
15. **IMMUNITY.** Nothing contained in this Agreement constitutes a waiver of either party's sovereign immunity under applicable law.

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

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

Robert B. Mielke, Mayor

Wally Sparks, Chief of Police

Toni Rayala, Clerk

_____, 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.

Environmental Services for monitoring the Wausau EPA superfund site by GHD formally Conestoga Rover

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

The City of Wausau, Wausau Chemical and Marathon Electric were all found to be PRPs in the Wausau Super Fund Site. The EPA requires certain monitoring and maintenance work pertaining to the ground water contamination. Lonsdorf law firm assisted in this process and retained Conestoga Rover to provide the necessary expert services. Historically the invoices came to the Lonsdorf law firm for payment. Lonsdorf then invoiced each of the PRPs for their share of the costs based upon the Superfund agreement. When Jim Lonsdorf retired he asked the City to take over the financial administration of the program. The payments vary annually, averaging about \$90,000 based upon the work needed but exceed the professional threshold of \$25,000 requiring competitive procurement. The City of Wausau is obligated for about 1/3.

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

We are seeking sole source approval to continue to use the staff at GHD for these services. This agency has been managing the local compliance with the EPA regulations throughout the entire pollution clean-up and maintenance process. The institutional knowledge regarding our obligations and decree, the status of the pollution, the relationships developed with the DNR and EPA cannot be easily replaced. We are not even sure whether the City could change consultants without obtaining consent from the other PRPs and the EPA. In addition, it would be difficult for staff to develop an RFP due to the lack of knowledge on this issue. Hiring someone without a defined role and subsequently failing to comply with the PRP agreement could expose the City and the other participants to additional liability.

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

No work has been done to seek alternate vendors.

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

Their billing rates are disclosed and appear comparable to other engineering firms.

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: Finance

Preparer: Maryanne Groat

Vendor Name: GHD

Expected amount of purchase or contract:

Department Head Signature:

Date:

Finance Director Signature:

Date:

CITY OF WAUSAU 2016 BUDGET
GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
October 31, 2016
NARRATIVE

REVENUES

Below is a description of notable items.

Other Taxes – This category represents interest and penalty on tax collection. July 31 represents the final tax collection period for the City and the County then collects the balance of the remaining real estate taxes. This budget will likely have a short fall at yearend. Less delinquent taxes are likely due to the continued improvement in the economy. Expected shortfall is \$14,000 to \$15,000.

Other Grants –The short fall from 2015 YTD is due to the ending of the police department grants in 2015. This will not impact the 2016 budget which properly reflected expected grants.

Permits – Building permits are showing a significant positive variance from 2015 major areas experiencing the increase are building, plumbing and electrical permits. The new licensing system significantly improves the licensing revenue collection cycle. The prior system required additional staff effort to invoice for the permits and often staff was months behind. The new system invoices immediately when the permit is issued and allows payment online. Online payment is widely used.

Fines & Forfeitures – This revenue area is now showing a recovery after lagging for a good share of the year and prior years. It appears that actual revenues may meet budget. Good news! Again, improved economy may equate to more fines being paid.

Public Charges General Government – 2016 revenues includes \$12,050 for the fee for exempt not-for-profit reports which is a biennial filing.

Intergovernmental Charges for Services – No expected budget difficulties expected at this time: county and other municipality revenue includes a police grant with Marathon County and inspection services with Weston. City Departments represent monthly staffing allocations which were not implemented until later in the year for 2015.

Interest on General Investments – The 2016 and 2015 interest reflect timing of maturities, related interest accruals and market adjustments. No budget problems noted.

Rent of Land and Buildings – This category will have a budget surplus due to the \$72,134 of additional ground lease payments from CBL.

Other Financing Sources - No expected budget difficulties expected at this time. PILOT from the utility is being posted monthly.

EXPENSES

The budget to date appears in line with the budget with 76.9% of the budget spent and 83% of the year complete. This is almost identical to last October when only 77.7% of the budget was spent.

Promotions – This budget is higher than prior year due to litigated real estate tax reimbursements. Expenses are up from the previous year due to an additional \$4,000 spent on city newsletter materials and postage and \$3,500 spent on 100 city flags. Expenditures through October for city promotions now exceed the budget given for the year.

BUDGET RISKS

- Sick leave payouts
- Excessive tax payments
- 4th Quarter winter costs
- Elimination of the Rental Licensing Program
- Legal Fees

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended October 31, 2016

	Budgeted Amounts		Actual	Variance with	2015
	Original	Final		Final Budget	Actual
TAXES					
General property taxes	\$ 16,749,259	\$ 16,749,259	\$ 16,749,259	\$ -	\$ 16,200,627
Mobile home parking fees	27,000	27,000	23,012	(3,988)	22,529
Payments in lieu of taxes	108,000	108,000	2,000	(106,000)	3,500
Other taxes	69,185	69,185	53,918	(15,267)	67,620
Total Taxes	16,953,444	16,953,444	16,828,189	(125,255)	16,294,276
INTERGOVERNMENTAL					
State shared taxes	4,437,159	4,437,159	1,032,153	(3,405,006)	986,256
Expenditure restraint	734,231	734,231	734,231	-	771,566
Fire insurance tax	102,678	102,678	107,409	4,731	102,678
Municipal services	184,000	184,000	185,466	1,466	184,010
Transportation aids	2,448,749	2,448,749	2,445,221	(3,528)	2,537,317
Other grants	2,700	2,700	6,366	3,666	121,440
Total Intergovernmental	7,909,517	7,909,517	4,510,846	(3,398,671)	4,703,267
LICENSES AND PERMITS					
Licenses	181,115	181,115	175,618	(5,497)	178,281
Franchise fees	355,000	355,000	158,602	(196,398)	157,043
Permits	237,792	237,792	260,986	23,194	202,296
Total Licenses and Permits	773,907	773,907	595,206	(178,701)	537,620
FINES, FORFEITURES AND PENALTIES					
	357,000	357,000	328,065	(28,935)	286,625
PUBLIC CHARGES FOR SERVICES					
General government	81,600	81,600	85,919	4,319	69,241
Public safety	1,426,270	1,426,270	1,244,923	(181,347)	1,312,090
Streets and related facilities	128,850	128,850	130,284	1,434	127,342
Recreation	188,500	188,500	142,981	(45,519)	140,593
Public areas	123,874	123,874	92,596	(31,278)	82,966
Total Public Charges for Services	1,949,094	1,949,094	1,696,703	(252,391)	1,732,232
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,340	11,340	330	(11,010)	200
County and other municipalities	280,981	280,981	145,048	(135,933)	97,723
City departments	1,105,647	1,105,647	461,343	(644,304)	616,903
Total Intergovernmental Charges for Services	1,397,968	1,397,968	606,721	(791,247)	714,826

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended October 31, 2016

	<u>Budgeted Amounts</u>		<u>Actual</u>	Variance with	2015
	<u>Original</u>	<u>Final</u>		<u>Final Budget</u>	<u>Actual</u>
COMMERCIAL					
Interest on general investments	\$ 275,000	\$ 275,000	\$ 325,381	\$ 50,381	\$ 334,338
Interest on special assessments	15,000	15,000	238	(14,762)	698
Other interest	<u>15,000</u>	<u>15,000</u>	<u>28,388</u>	<u>13,388</u>	<u>37,053</u>
Total Commercial	<u>305,000</u>	<u>305,000</u>	<u>354,007</u>	<u>49,007</u>	<u>372,089</u>
MISCELLANEOUS REVENUES					
Rent of land and buildings	216,590	216,590	267,411	50,821	195,475
Sale of City property/loss compensation	13,700	20,145	16,865	(3,280)	20,497
Other miscellaneous revenues	<u>16,470</u>	<u>16,470</u>	<u>11,526</u>	<u>(4,944)</u>	<u>103,132</u>
Total Miscellaneous Revenues	<u>246,760</u>	<u>253,205</u>	<u>295,802</u>	<u>42,597</u>	<u>319,104</u>
OTHER FINANCING SOURCES					
Transfers in	<u>1,882,500</u>	<u>1,882,500</u>	<u>1,555,303</u>	<u>(327,197)</u>	<u>1,374,052</u>
TOTAL REVENUES AND OTHER FINANCING SOURCES					
	<u>\$ 31,775,190</u>	<u>\$ 31,781,635</u>	<u>\$ 26,770,842</u>	<u>\$ (5,010,793)</u>	<u>\$ 26,334,091</u>

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended October 31, 2016

	<u>Budgeted Amounts</u>		<u>Actual</u>	Variance with	2015
	<u>Original</u>	<u>Final</u>		Final Budget	<u>Actual</u>
GENERAL GOVERNMENT					
City Council	\$ 90,311	\$ 90,311	\$ 71,391	\$ 18,920	\$ 68,671
Mayor	201,374	201,374	160,292	41,082	161,169
City Promotion	108,750	108,750	113,563	(4,813)	100,584
Finance department	500,044	581,881	433,318	148,563	402,953
Data processing	732,798	732,798	623,987	108,811	412,610
City clerk/customer service	498,163	515,544	427,316	88,228	395,793
Elections	120,012	120,012	71,491	48,521	18,098
Assessor	595,516	595,516	450,802	144,714	461,947
City attorney	489,805	586,805	464,144	122,661	363,650
Municipal court	128,605	128,605	111,682	16,923	101,816
Human resources	297,419	302,419	238,853	63,566	266,846
City hall and other municipal buildings	289,766	284,766	215,439	69,327	219,227
Unclassified	<u>170,000</u>	<u>198,235</u>	<u>70,107</u>	<u>128,128</u>	<u>112,249</u>
Total General Government	<u>4,222,563</u>	<u>4,447,016</u>	<u>3,452,385</u>	<u>994,631</u>	<u>3,085,613</u>
PUBLIC SAFETY					
Police department	9,004,956	9,026,903	7,162,065	1,864,838	7,207,738
Fire department	3,509,532	3,519,671	2,966,867	552,804	2,927,151
Ambulance	3,106,578	3,106,578	2,325,215	781,363	2,267,513
Inspections and electrical systems	<u>765,343</u>	<u>765,343</u>	<u>565,566</u>	<u>199,777</u>	<u>542,645</u>
Total Public Safety	<u>16,386,409</u>	<u>16,418,495</u>	<u>13,019,713</u>	<u>3,398,782</u>	<u>12,945,047</u>
TRANSPORTATION AND STREETS					
Engineering	1,302,086	1,327,086	985,745	341,341	1,103,346
Department of public works	<u>6,332,072</u>	<u>6,313,517</u>	<u>4,507,691</u>	<u>1,805,826</u>	<u>4,652,131</u>
Total Transportation and Streets	<u>7,634,158</u>	<u>7,640,603</u>	<u>5,493,436</u>	<u>2,147,167</u>	<u>5,755,477</u>
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	<u>958,000</u>	<u>958,000</u>	<u>713,031</u>	<u>244,969</u>	<u>1,127,013</u>
NATURAL RESOURCES/RECREATION					
Parks and recreation	<u>2,574,060</u>	<u>2,588,638</u>	<u>1,970,274</u>	<u>618,364</u>	<u>1,713,955</u>
TOTAL EXPENDITURES	<u>\$ 31,775,190</u>	<u>\$ 32,052,752</u>	<u>\$ 24,648,839</u>	<u>\$ 7,403,913</u>	<u>\$ 24,627,105</u>

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended October 31, 2016

BUDGET REVENUES RECONCILIATION

2016 ADOPTED BUDGET	\$ 31,775,190
Transfer of funds for sale of salvage materials	<u>6,445</u>
 2016 MODIFIED BUDGET	 <u><u>\$ 31,781,635</u></u>

BUDGET EXPENDITURES RECONCILIATION

2016 ADOPTED BUDGET	\$ 31,775,190
Resolution 14-1109 Modify fire department budget to develop succession planning	7,500
Resolution 15-1109 Increase budget for legal fees	35,000
Resolution 15-1109 Carryover funds for boulevard tree removal and stump grinding projects	14,578
Carryover for Police Department tactical helmet and body armor carriers	21,947
Resolution 15-1109 Increase budget for Finance Department personnel costs due to staff retirements	99,218
Resolution 15-1109 Increase budget for legal fees	62,000
Resolution 15-1109 Increase budget for settlement agreements pertaining to grievances and claims	30,874
Transfer of funds from sale of salvage materials	<u>6,445</u>
 2016 MODIFIED BUDGET	 <u><u>\$ 32,052,752</u></u>

City of Wausau Policies

ENCUMBRANCE ROLL FORWARD POLICY

The following policy guides the roll forward of the previous fiscal year's budgeted unspent encumbrances to the current year's budget. The establishment of such a policy is to allow the various City departments continued budget authority to spend from encumbrances approved in the previous year without having to re-budget these expenses in the current year.

General Terms

The City's procurement policy requires purchase orders for items in excess of \$5,000. The purchase order system is integrated in the accounting system. The purchase order represents the City's financial commitment to spend money on the purchase of a good or service. When a purchase order is created the financial system reserves or sets aside a portion of the budget to fund the acquisition. This reservation of the budget ensures that funds are available for payment of approved expenses. Accounting rules require that the actual expense and related liability be recorded when the goods or services are received or provided. This can cause a timing difference where a contract or purchase obligation can span more than one fiscal year.

Definition

For the purpose of this policy encumbrances are obligations of the City in the form of purchase orders and contracts carried forward from one fiscal year to the next.

Procedure

1. At the beginning of the fiscal year the Finance Department will review encumbrances outstanding at December 31st. The department will reconcile the outstanding purchase order to the balance due on the contract or purchase agreement. Amounts related to completed contracts or immaterial amounts will be closed. The balance of the encumbrances related to valid financial obligations of the City will be eligible for roll over.
2. The Finance Department will review the outstanding list with Department Directors for completeness and accuracy.
3. The final list of encumbrances will be reported as a reserve for encumbrances in the fund balance section of the financial statements.
4. In the ensuing year, encumbrances recorded in the Reserve for Encumbrances in procedure 3 will increase the budget to allow for payment.
5. Such list will be reported as a communication to the Common Council.

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

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing a 2016 Budget Modification to finance the Amendment Number 1 to the 1 st Avenue Design Contract with Ayres	
Committee Action:	Approved
Fiscal Impact:	No overall increase in the budget
File Number:	15-1109
Date Introduced:	November 22, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Budget Transfer</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$43,382</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</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>		

WHEREAS, the City of Wausau entered into an agreement with Ayres Associates Inc for the design of 1st Avenue, and

WHEREAS, the project has become more complex and requires more engineering services due to the stability of the adjoining land slope and the investigative requirements of the Wisconsin DOT, and

WHEREAS, your engineering division has negotiated a contract amendment of \$43,381.92 with Ayres Associates Inc to reflect the additional workload, and

WHEREAS, your engineering division proposes to amend the project budget to reflect the change order proposed, and

WHEREAS, your Finance Committee recommends the budget modification outlined below:

Transfer To:	Capital Projects - 1st Avenue Project	150-231598747	43,382.00
Transfer From:	Capital Projects - Other Professional Services	150-236592190	43,382.00

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper City official(s) be authorized and directed to modify the 2016 budget as presented above.

BE IT FURTHER RESOLVED, that the proper City Officials are hereby authorized and directed to publish the budget modification in the official newspaper as required.

Approved:

Robert B. Mielke, Mayor

AMENDMENT NO. 1 TO AGREEMENT

Amendment dated October 31, 2016

The Agreement for Professional Services made as of March 17, 2016 between City of Wausau, 407 Grant Street, Wausau, WI 54403-4783 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701-7698 (CONSULTANT) is hereby amended as set forth below.

ATTACHMENT 1 – SCOPE OF SERVICES: SOUTH 1ST AVENUE

Section C. Environmental/Agency Coordination, first bullet point is deleted in its entirety and replaced with the following:

- Environmental Document, assumed to be an environmental report including 4(f) coordination for Riverside Park (assumes no 6(f) coordination).

Section C. Environmental/Agency Coordination, fourth bullet and sub-bullet points are deleted in their entirety and replaced with the following:

- Phase 1 historic and archaeological investigations are necessary for Section 106 submittal.
 - Initial review of Wisconsin Historical Society files identified 12 properties that may merit surveying of each parcel to include in the survey report.
 - Perform Determination of Eligibility for one parcel (702/704 S. 1st Avenue).
 - Perform archaeological investigation for identified Area of Potential Effect following WisDOT guidelines.

Section G. Geotechnical Investigation is amended with the following:

- Perform five (5) additional standard penetration test borings to be performed to a depth of 50' located between Station 40+50 to 47+50. This collected information will be analyzed for slope stability and construction considerations and will be summarized in a written report.

Section H. Design and Plan Preparation, third bullet point is amended with the following sub-bullet point:

- Alternative analysis for slope stability between Station 40+50 to 47+50 includes creating up to three different typical sections and corresponding cross sections for the use of 2:1 fill slopes and a retaining wall to address the slope stability issues in this area. Effort includes the preparation of an Estimate of Probable Cost based on available bid-tab information for stability alternatives as well as minor modifications to roadway profile and alignment in attempt to minimize impacts.

Section I. Structures is deleted in its entirety and replaced with the following:

- We anticipate any required retaining walls along the west side of South 1st Avenue in front of individual homes will be less than 5.5 feet high from footings and do not require structural design. The scope of services includes preparing a single retaining wall layout plan sheet (identifying dimensions, location, and elevation) for up to four individual retaining walls.

- Scope includes a structure survey report, design, and plan detailing of a retaining wall located along the east side of the road between West Street and Porter Street to address slope stability issues. It is anticipated that a sheet pile retaining wall with a steel channel cap and no additional aesthetic features will be incorporated.

Project Schedule is deleted in its entirety and replaced with the following:

2016	
Notice to proceed	March 21
City provides design survey	March 28
Kick-off/Operational Planning Meeting	May
Soil Borings	June
Historical and Phase 1 hazardous materials investigation	May, Oct., Nov.
Submit concept alternatives	August
Pavement design report	October
Perform second phase of geotechnical exploration and analysis	November/Dec.
2017	
Submit Summary of Refined Slope Stability alternatives	January
Submit 30% plans	February
Public involvement meeting	March
Submit Section 106	April
Submit draft environmental document	May
Submit final environmental document	June
Submit 60% plans, draft design study report (DSR), and preliminary transportation project plat (TPP)	July
Submit final DSR	August

Finalize and file TPP	August
2018	
Draft plans, specifications, and estimates (PS&E) submittal	May 1
Final PS&E	August 1
Letting	December 11

ATTACHMENT 2 – COMPENSATION FOR BASIC SERVICES – LUMP SUM METHOD OF PAYMENT

Attachment 2 is deleted in its entirety and replaced with the attached.

Amendment No. 1 total is in the amount of \$43,381.92.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

_____		Ayres Associates Inc
OWNER		CONSULTANT
_____	(Signature)	_____
_____	(Typed Name)	_____
_____	(Title)	_____
_____	(Date)	_____

Basic Services	Cost
Roadway/Environmental/Agency/Public Involvement/Utility/Meetings	
General Roadway Design, Reports, Public Involvement, Meetings, Utility & R.R.	\$ 143,555
Lighting (Concept Layout and estimates for intersection vs. continuous lighting)	\$ 3,500
Continous Lighting (either standard or decorative)	\$ 22,600
Drainage/Storm Sewer Design (assumes replacing entire system)	\$ 27,300
Phase 1 Environmental Site Assessment	\$ 3,500
Sub-total	\$ 200,455
Water and Sanitary Sewer Design (assumes entire project length)	\$ 43,600
Transportation Project Plat (assumes entire project length, 4 sheets)*	\$ 22,200
Four single page retaining wall layout sheets	\$ 14,000
Subconsultant Services	
Historic Investigation - Heritage Research, Ltd. (includes surveying 12 parcels)	\$ 8,735
<i>Historic Investigation - DOE - Heritage Research, Ltd.</i>	\$ 4,777.09
<i>Archaeological Investigation - Mississippi Valley Archaeological Center</i>	\$ 3,884.83
Title Searches (12 60-year, 1 r.r. search)	\$ 2,900
Geotechnical Investigation (5 borings and analysis) - River Valley Testing Corps	\$ 8,485
<i>Geotechnical Investigation (Phase 2) - River Valley Testing Corps</i>	\$ 14,540
Sub-total	\$ 43,322
Basic Services Estimated Cost of:** \$ 323,576.92	

* Includes corresponding appraisal staking and final monumentation for permanent interests

** The City's current budget for this project is \$236,000 which was approved for 2016. This contract is proposed to span 3 calendar years and the remaining costs for the project will be budgeted in subsequent years. It is not anticipated that the current full budget will be expended in 2016.



RIVER VALLEY TESTING CORP.

1060 Breezewood Lane, Suite 102
Neenah, WI 54956
Telephone: 920/886-1406
FAX: 920/886-1409

September 29, 2016

Mr. Eric Sorensen
Ayres Associates, Inc.
3433 Oakwood Hills Parkway
Eau Claire, WI 54701-7698

Subj: Proposal for Subsurface Exploration Program
Proposed S. 1st Avenue Slope Improvements
Station 40+50 to Station 47+50
Wausau, Wisconsin
WDOT ID #6999-18-03

Mr. Sorensen:

In accordance with your Request for Proposals dated September 23, 2016, River Valley Testing Corp is pleased to submit the following proposal for performance of a subsurface exploration at the site of the above referenced project. This proposal is intended to formalize an outline of our general scope of services and to provide cost information.

RVT GEOTECHNICAL PHILOSOPHY

Since our inception in 1990, River Valley Testing Corp has made it a corporate commitment to provide the most responsive service possible. Being the most responsive starts with decreasing the time required to provide our recommendations. River Valley Testing Corp can provide draft boring logs and preliminary recommendations as quickly as two days after completion of the field work. In addition, we can often provide a final report within four weeks of receiving authorization to proceed on a project. Being the most responsive continues with providing recommendations which balance geotechnical concerns for the soil system with practical construction concerns. Therefore, we have always been willing to work with owners, architects, and design engineers to develop cost effective alternatives and recommendations for potentially difficult site conditions.

PROJECT INFORMATION

It is our understanding, the project includes reconstruction of S. 1st Avenue between Thomas Street and Stewart Avenue in Wausau, Wisconsin. We understand this section of roadway

consists of a one-way, two-lane urban road. In addition, we understand the project will include new concrete curb and gutter, new pavement and base course, as well as new storm sewers, sidewalks, drive approaches, street lighting, sanitary sewers, and watermains. In addition to the reconstruction project, we understand a portion of the roadway which extends along the Wisconsin River between Porter Street and West Street has experienced distress in the form of a 6" to 8" dip in the roadway over an approximate 40' stretch as well as longitudinal cracking of the pavement along the roadway shoulder.

Based on our previous subsurface exploration and preliminary slope stability analysis performed at the site in Spring of 2016, RVT determined that the slope between Station 40+50 and 47+50 near West Street and Porter Street has an unsuitable factor of safety against slope instability. Based on this initial evaluation of the slope, we outlined three potential alternatives which could be implemented to improve the factor of safety for the slope and/or prevent future distress of the reconstructed roadway in this area. These alternatives included re-grading the slope to a less steep slope angle, installation of a sheet pile wall to support the roadway edge and effectively cut off critical slope failure surfaces, and reconfiguration of the slope by constructing a geosynthetic reinforced soil slope or mechanically stabilized earth retaining wall system. After consideration of the slope improvement alternatives, we understand a combined system of a sheet pile wall and some regrading of the slope to a less steep slope angle is the preferred solution pending the results of further analysis.

SCOPE OF SERVICES

Based on our understanding of the planned slope improvements, we recommend five (5) additional standard penetration test borings be performed between Station 40+50 and Station 47+50. The information obtained from these borings is essential for evaluating the slope stability throughout the area of concern as documented during the previous exploration program. We recommend all of the borings be extended to a depth of 50' below the existing grade.

The fieldwork will also include boring layout at each borehole. In addition, our estimate includes abandonment of each borehole in accordance with Wisconsin Administrative Code NR141. Borings advanced through the existing pavement section will also be patched with a non-shrink cement grout or asphalt patch material.

Further, we understand a topographic survey of the roadway and slope will be conducted by the City of Wausau prior to, or in conjunction with, the subsurface exploration program. We understand a topo-drawing indicating the site elevation contours and/or cross-sectional drawings of the slope will be provided to RVT for our use in evaluating the stability of the slope. This updated elevation data will be essential for accurately modeling the slope geometry for both the current and post construction conditions.

The subsurface exploration program will include limited laboratory testing, as we deem necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.

A written report will be prepared documenting the results of the field and laboratory test programs. Included in the report will be boring logs documenting the encountered soil and groundwater conditions, and a detailed evaluation of the stability of the existing slope between Station 40+50 and 47+50 as well as evaluation of the planned slope improvements. The report will also include construction considerations and site preparations relative to the subsurface conditions.

SCHEDULE

Weather permitting, we could begin the fieldwork about four weeks after receiving authorization to proceed. If time becomes critical on this project, we will be available for consultation and preliminary results of the exploration program on the fifth day following completion of drilling. Further, we anticipate that our slope stability analysis and written report will be completed about six weeks after completion of the fieldwork. *Please note, we will require the topographic survey and/or cross-sectional drawings of the slope a minimum of four weeks prior to the desired report delivery date to allow RVT time to model the slope geometry and perform the slope stability analysis.*

FEES

It is proposed that the fee for the performance of the above outlined services be determined on a unit price basis. On the basis of the above Scope of Services and the attached Geotechnical Fee Schedule, we estimate the total fee will be approximately as follows:

Mobilization and Rental:	\$ 700
Soil Borings and Abandonment:	\$ 4,850
Boring Layout and Elevations:	\$ 130
Pavement Patching:	\$ 125
Traffic Control Signs, Cones, and Arrow Board:	\$ 600
Per Diem:	\$ 350
Laboratory Testing:	\$ 2,500
Slope Stability Analysis and Geotechnical Report:	<u>\$ 5,285</u>
Total:	\$14,540

The above fees assume the site is accessible with a truck mounted drill rig. If an ATV mounted drill rig is required, then the above fee should be increased by \$300.

CONDITIONS

Should unanticipated conditions develop necessitating changes in the scope of services, our cost will be based on the actual job work completed in accordance with the attached Geotechnical Fee Schedule. For example, if a soft layer, such as peat, is encountered at the footing elevation, we are likely to request the borings be extended deeper than the depth listed in the "Scope of Services" Section of this proposal. If this situation arises, we will discuss the additional work with you and receive your approval before proceeding. The attached "GENERAL CONDITIONS" is part of this proposal.

INSURANCE

River Valley Testing Corp carries all insurance required by The State of Wisconsin. On your project sites, RVT employees are covered by Workman's Compensation and General Liability Insurance. In addition, the opinions of RVT licensed engineers are covered by Errors and Omissions Insurance. Certificates showing proof of insurance will be submitted upon request.

REMARKS

Should you decide to accept this proposal, please sign one copy of it, complete the attached Geotechnical Project Data Sheet, and return both to us so we may properly establish your file. We look forward to working with you on your project. If you have any questions or need additional information, please contact me at 920/886-1406.

Sincerely,

RIVER VALLEY TESTING CORP.



Matthew A. Meyer, P.E.
Senior Geotechnical Engineer

ACCEPTANCE:

Client: _____

Signature: _____

Typed Name: _____

Date: _____

MAM/mam



2016 Geotechnical Fee Schedule

FIELD AND LABORATORY:

	<u>Fees</u>
1. Drill Rig Mobilization	
a. Truck Rig	\$550.00/mob
b. ATV Rig	\$550.00/mob
c. Daily Truck Rental	\$50.00/day
d. Daily ATV Rental	\$150.00/day
2. Drilling and Sampling	
a. Auger Drilling (no sampling)	\$10.00/foot
b. 0'-20'	\$14.00/foot
c. 20'-40'	\$15.00/foot
d. 40'+	\$19.00/foot
e. Rock Core Set-up	\$160.00/each
f. Rock Coring	\$57.00/foot
g. Added ATV Sampling Fee (for SPT Samples Only)	\$2.00/foot
h. Hard Drilling Surcharge (N ≥ 50 bpf or drilling with rock bit)	\$9.00/foot
3. Deck Penetration and Patch	\$165.00/each
4. Concrete or Asphalt Patching	\$25.00/hole
5. Boring Abandonment (In Accordance with Wisc. Admin. Code NR112)	\$4.00/foot
6. Boring Layout and Elevations	\$130.00/hour
7. Per Diem	\$175.00/day
8. Access Delay	\$165.00/hour
9. Water Content and Dry Density	\$28.00/each
10. Water Content Only (ASTM D2216)	\$10.00/each
11. Unconfined Compression Test (ASTM D2166)	\$42.00/each
12. Atterberg Limits Including Plasticity Index (ASTM D4318)	\$58.00/each
13. Organic Content Test (ASTM D2974)	\$35.00/each
14. Mechanical Analysis	
a. Through the #200 Sieve (ASTM C117 and C136)	\$82.00/each
b. Through the #200 Sieve Only (ASTM C117)	\$45.00/each
15. Miscellaneous	
a. Shelby Tube Extrusion	\$26.00/each
b. Shelby Tubes (If damaged during sampling)	\$28.00/each

EQUIPMENT:

16. Power Auger Rental	\$85.00/day
17. Coring Machine Rental	\$85.00/day
18. Electricity Generator	\$75.00/day
19. Bit Wear	\$4.50/inch
20. Traffic Control Signage	\$75.00/day
21. Flagman (Per Man)	\$550.00/day
22. Mileage (not including Drill Rig mileage)	Fed. Reimburse + \$0.25/mile
23. Manual Boring Equipment Rental	
a. SPT Sampling Equipment	\$100.00/day
b. Hydraulic Tripod Assembly	\$350.00/day

TECHNICAL STAFF

24. Clerical	\$42.00/hour
25. Senior Technician	\$57.00/hour
26. Two-Man Coring/Manual Boring Crew	\$175.00/hour

PROFESSIONAL SERVICES

27. Principal Registered Engineer	\$148.00/hour
28. Senior Registered Engineer	\$135.00/hour
29. Registered Engineer	\$108.00/hour
30. Staff Geotechnical Engineer	\$90.00/hour

REMARKS:

The above rates are valid for calendar year 2016 or the duration of the project, whichever is longer. Services not listed on this schedule will be quoted on request. The minimum invoice for services provided during any month is \$25.00. An overtime rate of 1.5 times the standard rate will apply for services performed over 8 hours per day or outside of 7:00 am to 6:00 pm on Monday through Friday, or anytime on Saturday. Personnel rates are portal to portal. A premium rate of 2.0 times the standard rate will apply for services performed on Sundays and holidays. One day advance scheduling is requested for all field testing services; same day scheduling may be subject to additional charges.

RIVER VALLEY TESTING CORP.

GENERAL CONDITIONS

1. **SCOPE OF WORK:** River Valley Testing Corp (hereafter referred to as RVT) shall perform the work defined in this Agreement. "Client" refers to the person or business entity for whom the work is performed. "Work" refers to the specific geotechnical, analytical testing or other services to be performed by RVT as set forth in the proposal or written quotation. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose.

RVT will not be liable for any work, advice, judgment or decision based on any inaccurate or incomplete information furnished by the Client or other contractors engaged by or for the Client, and the Client will indemnify RVT against liability resulting from such information.

2. **ACCESS/UTILITIES:** The Client will arrange access to the site as is necessary for RVT to complete the work. RVT will take reasonable precautions to minimize damage to the site due to its operation, but the fee for repairing damaged has not been included. By furnishing right-of-access, the Client recognizes that the risk of damage to the site can be minimized, but not eliminated. If the Client desires or requires RVT to restore the site to its former condition, upon written request, RVT will perform such additional work as is necessary to do so and the Client agrees to pay RVT the cost thereof plus 15%.

RVT is responsible for clearance of public utilities and will be responsible for repair of any damages to public utilities caused by RVT activities. The Client is responsible for locating all non-public utilities and other subterranean or latent conditions and agrees to indemnify and save RVT harmless from all claims, suits, losses, cost and expenses including reasonable attorney's fees as a result of personal injury, death or property damage occurring from damage to subterranean structures and which are not called to RVT's attention in writing prior to commencement of work.

3. **RESPONSIBILITY:** RVT's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. RVT shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. RVT's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

The services of RVT field personnel do not include responsibility for superintendence of the construction process or direction of the actual work of the contractor, subcontractor or other tradesmen. It is further agreed that RVT is not responsible for, nor is RVT to review the adequacy of job safety on the project.

4. **SAMPLES:** Unless otherwise agreed or consumed in testing, test specimens will be retained for a maximum of thirty (30) days following submission of RVT's report to the Client.

5. **INSURANCE:** RVT will carry workman's compensation insurance and public liability in conformance with state law. The Client agrees to limit liability of RVT to the limits of RVT's insurance. The Client is responsible for requesting specific inclusions that are not covered in RVT's insurance.

6. **PAYMENT:** RVT will submit monthly invoices for services performed during the preceding period. Payment is due upon receipt of invoice and shall be considered past due thirty (30) days after receipt of invoice.

The Client shall provide RVT a written statement of any items in question within fifteen (15) days of receipt of invoice.

The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month (18% annually) or the maximum allowed by law on past due accounts.

7. **OWNERSHIP OF DOCUMENTS:** Reports, plans and other work prepared by RVT will remain the property of RVT until all fees for RVT's services have been paid in full. The Client agrees that all reports and other work furnished to the Client and its agents, not paid for in full, will be returned upon demand and will not be used for licensing, permits, design and/or construction. Further, the Client and its agents agree not to retain copies, photocopies, facsimile, or electronically duplicated copies of reports for which the payment for services is in dispute.

8. Client agrees to limit all liability of RVT and its employees to the total amount of the fee paid to RVT with respect to this Agreement. It is expressly agreed that the remedy contained in this Section 8 is agreed to be the exclusive, sole remedy for any breach of this Agreement.

9. **INDEMNITY:** The Client, and if the Client acting as an agent for a principal in ordering work from RVT then also said principal, agrees to indemnify defend and hold RVT, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to court costs and reasonable attorney's fees arising, or alleged to have arisen, out of or resulting or alleged to have resulted from the performance of RVT's work on or about the subject project and caused in whole or in part by any negligent, willful or wanton act or omission of the Client or the Client's principal or any party directly or indirectly employed by the Client or the Client's principal or anyone for whose acts the Client or the Client's principal may be liable except to the extent, and only to such a degree, as such claim, suit, loss or damage is caused by the negligent willful or wanton act of RVT, its officers, agents, employees or anyone for whose acts RVT may be liable. In the event the Client or the Client's principal shall bring any suit, cause of action, claim or counterclaim against RVT to the extent that RVT shall prevail upon such suit, cause of action, claim or counterclaim the person initiating such action shall pay to RVT the costs expended by RVT to answer and/or defend against such suit, cause of action, claim or counterclaim including reasonable attorney fees, witness fees and other related expenses.

10. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, RVT shall be compensated by the Client for all services performed up to, and including, the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place RVT's files in order and/or to protect its professional reputation.

11. **ASSIGNS:** Neither the Client or RVT may delegate, assign, sublet or transfer its duties, interests or responsibilities in this Agreement without written consent of the other party.



GEOTECHNICAL PROJECT DATA SHEET

1060 Breezewood Lane, Suite 102, Neenah, WI 54956, 920/886-1406, FAX 920/886-1409
1280 Parkview Road, Green Bay, WI 54304, 920/347-9040, FAX 920/347-9044
www.rvtcorp.com

Project Name: _____

Project Number: _____ RVT File No.: _____

Name and Address of Owner or Firm Responsible for Payment: _____

Work Authorized By: _____ Date: _____

Number and Distribution of Reports: Bound Paper Copy _____ Electronic Copy _____

() Copies To: _____ () Copies To: _____

Type of Structure: _____ Plan Dimensions: _____

Number of Floors: _____ Special Equipment or Installation? (Yes/No) Load: _____

Column Loads? (Yes/No) Maximum Column Load: _____

Bearing Wall Load? (Yes/No) Maximum Wall Load: _____

Clear Span: _____

Slab on Grade? (Yes/No) Floor Slab Load: _____

Basement? (Yes/No) Approximate Depth: _____

Will Elevations of Site Be Raised or Lowered? (Yes/No) How Much? _____

On-Site Material Being Considered for Fill? (Yes/No) Fill Location: _____

Any Buildings on Site? (Yes/No) Describe: _____

Underground Structures? (Yes/No) Describe: _____

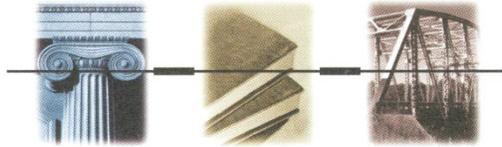
Pavement Traffic Load: _____ Traffic Type: _____

Special Considerations or Any Unusual Conditions: _____

Condition of Site at Present Time: _____

Is There Any Previous Soils Information Available? _____

Signature: _____ Title: _____ Date: _____



HERITAGE RESEARCH, LTD.

31 October 2016

Mr. Eric Sorenson, P.E.
Supervisor – Eau Claire Transportation
Ayres Associates
3433 Oakwood Hills Parkway
Eau Claire, WI 54701-7698

RE: WisDOT ID #6999-18-13
South 1st Avenue
Thomas Street to Stewart Avenue
City of Wausau
Marathon County

Dear Eric,

This letter constitutes HRL's revised supplemental proposal for now completing only Determination of (National Register) Eligibility (DOE) for the captioned project.

We had proposed in a letter dated 04 August 2016 to complete DOEs for the Wisconsin Valley Electric Company Powerhouse Historic District (601 S. 1st Avenue, AHI #50457) and the former Anton Heinzen House (702/4 S. 1st Avenue, AHI #54067). We now understand, however, that the Powerhouse Historic District has indeed been determined eligible for the Register – which obviates the need for our effort. And while we would still need to provide update photographs for that resource, the only DOE that now needs to be completed is for the Heinzen House. As noted previously, it will be considered for Register eligibility under Criterion B (significant person) and C (architecture).

HRL will undertake and complete this work for a fee based on time and expenses not to exceed an actual cost of \$4,506.44 (an increase of \$4,506.44), plus a fixed fee of \$270.65 (an increase of \$270.65) for a total of \$4,777.09 (an increase of \$4,777.09)—a breakdown of which is provided in Page 3/Attachment A of this letter. Thus will the total for this project not exceed a combined actual cost of \$12,705.41, plus a combined fixed fee of \$806.68, for a combined total of \$13,512.09. Please be assured that, if we can complete the project for less, we will.

It is a pleasure submitting this proposal to you, Eric. Please do not hesitate to call me with any questions you may have.

Yours truly,

Dr. John N. Vogel

attachment

HISTORICAL/ENVIRONMENTAL CONSULTANTS

Determinations of Eligibility

FEE COMPUTATION SUMMARY
S. 1st Avenue, Thomas Street to Stewart Avenue, City of Wausau
Marathon County

Assumptions: This proposal is for a contract amendment that includes providing update photographs for the Wisconsin Valley Electric Powerhouse Historic District, as well as preparing a DOE for 702/4 S. 1st Avenue in Wausau.

1. Direct Labor Cost		
Senior Historian		
008 hours x \$43.00/hr	344.00	
Project Historian		
065 hours x \$24.75/hr	<u>1,608.75</u>	
		1,952.75
2. Direct, General & Administrative Overhead		
\$1,952.75 x .98		<u>1,913.69</u>
Subtotal (lines 1 & 2)		3,866.44
3. Fee 7.0% of Direct Costs/Overhead		270.65
4. Direct Charges (Reimbursables)		
Per Diem (one night room/meals @ \$100/night)		100.00
Miscellaneous Mileage (1,000 miles @ .54/mile)		<u>540.00</u>
5. Fee Not To Exceed		<u>\$4,777.09</u>



Mississippi Valley Archaeology Center

University of Wisconsin-La Crosse
1725 State Street
La Crosse, WI 54601-3788

Phone: (608) 785-8463
FAX: (608) 785-6474
Web site: www.uwlax.edu/mvac

MVAC Bid #: 16/10/03 **Date:** 10/7/2016
MVAC Project Title: 1st Ave Wausau

Submitted to: Eric Sorensen
Ayres Associates (hereinafter "Client")
3433 Oakwood Hilll Parkway
Eau Claire, WI 54601

MVAC staff contact: Vicki Twinde-Javner, 608-785-6475

Project: The Mississippi Valley Archaeology Center (hereinafter "MVAC") hereby proposes to furnish all materials and perform all the labor necessary to conduct a Phase I archaeological survey of proposed changes to 1st Avenue in the City of Wausau, Marathon County, Wisconsin. The Area of Potential Effect will be approximately 0.8 miles long (from Thomas Street to just north of Stewart Place) and within the existing ROW on both sides of the road. Ayres will contact landowners prior to MVAC performing the fieldwork. Deliverables will include the field work and appropriate paperwork. All work will be performed in a professional manner and the work will conform to Wisconsin Archeological Survey (WAS) guidelines which are referred to in the FDM. All artifacts, materials, etc. resulting from this project become the property of the State of Wisconsin and will be curated at MVAC. MVAC will work with Ayres Associates on the timing of this project, as it is weather dependent. Report will be submitted within 30 days of completion of the field work.

All material is guaranteed to be as specified, and the above work is guaranteed to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$3,884.83 with payment to be made as follows: Billing will be done by University of Wisconsin-La Crosse Business Office (hereinafter "University") with payment in full due 30 days after submittal of the final report.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Performance under this agreement is subject to acts of nature, strikes, accidents, or delays beyond MVAC's control, such as weather/ground conditions or landowner permission situations.

The University and the Client jointly agree:

1. That the State of Wisconsin will indemnify University employees, officers, and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, pursuant to sections 895.46(1) and 893.82, of the Wisconsin State Statutes.
2. That the Client will indemnify its employees, officers and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to section 895.46 of the Wisconsin State Statutes.
3. By executing this agreement, neither the University nor the Client waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.
4. Workmen's Compensation and public liability coverage on the above work will be in effect by the University.
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto hereby set their hand below.

For: Mississippi Valley Archaeology Center

_____ Date: _____
Katherine Stevenson
Operations Manager

For: Ayres Associates

Authorized Signature: _____ Date: _____
Printed Name: _____
Title: _____

Breakdown of Costs

Personnel	Role	Hours	Rate	Total
Principal Investigator	Pre-field research, archaeological fieldwork, and report preparation	30	91.64*	\$2749.20
Field Technician	Assist with Phase I archaeology work	30	23.98**	719.40
Business Manager	Account Set Up, Invoicing	1	84.23*	84.23
Travel	State vehicle rate (\$28/day x 1 days) + mileage (0.48 mile x 300 miles)			172.00
	Per diem \$15/day x 4 people			60.00
Curation				100.00
Total				\$3884.83

*Rate includes hourly rate, UW-L overhead and fringe benefits, and MVAC program support (operational costs).



Memorandum

From: Tracey Kujawa, Fire Chief
To: Finance Committee
Date: November 11, 2016
Subject: Budget Carryover

Purpose:

To request the carryover of \$6,000 designated for accreditation purposes.

Recommendation:

The Wausau Fire Department would like to carryover money that was allocated specifically for accreditation. We can't move to the next step of the accreditation process which is "applicant agency status" until we have our strategy and standards of cover completed. The fee to move to this next step is \$6,000. Although we do have our strategic plan completed, creating the standards of cover document has been a bit more demanding and time consuming than we had expected. Hence the reason we would appreciate the approval to carryover the \$6,000 allocated to this specific project into 2017.

Facts OR Considerations:

We are hopeful to complete the standards of cover in the first half of 2017 and if we can't carryover the allocated dollar amount we will most likely not be able to move forward with accreditation.

Impact:

Not moving forward in the accreditation process.

Drafted by: Tracey Kujawa, Chief

Cc: Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the purchase of the leasehold and associated structure at 411 Washington Street and related financing and budget modification.

Committee Action: Finance – TBD

Fiscal Impact: \$650,000 plus due diligence costs

File Number:

Date Introduced:

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: Debt Proceeds</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$650,000 plus due diligence costs</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount \$650,000 Annual Retirement \$54,678</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$650,000</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input checked="" type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the City of Wausau created Tax Increment District Number Three in an effort to redevelop Downtown Wausau and the East Riverfront and included real property assembly costs within the project plan, and

WHEREAS, the recently closed Sears store, owned by Sears Holdings Corporation, had been in operation since 1981 and is a key parcel both for the success of Downtown and the repositioning of the Wausau Center Mall, and

WHEREAS, the City of Wausau finds it strategic to control the redevelopment of this site as the overlandlord of the Wausau Center Mall and anchor parcels, and

WHEREAS, both the Economic Development and Finance Committees, and two closed sessions of the Common Council have met previously to discuss the acquisition of this important property, and

WHEREAS, on May 10, 2016, the City of Wausau issued \$4,695,000 Taxable General Obligation Community Development Bonds, Series 2016C of which \$4,100,000 of the proceeds were to be used to finance the proposed redevelopment of the closed JCPenney’s location.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized to execute the necessary documents to purchase the leasehold and associated

structure at 411 Washington Street (known as the Sears building) for the purchase price of \$650,000, and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that the purchase and related due diligence costs and legal fees be financed by a portion of the proceeds of Taxable General Obligation Community Development Bonds, Series 2016C, and

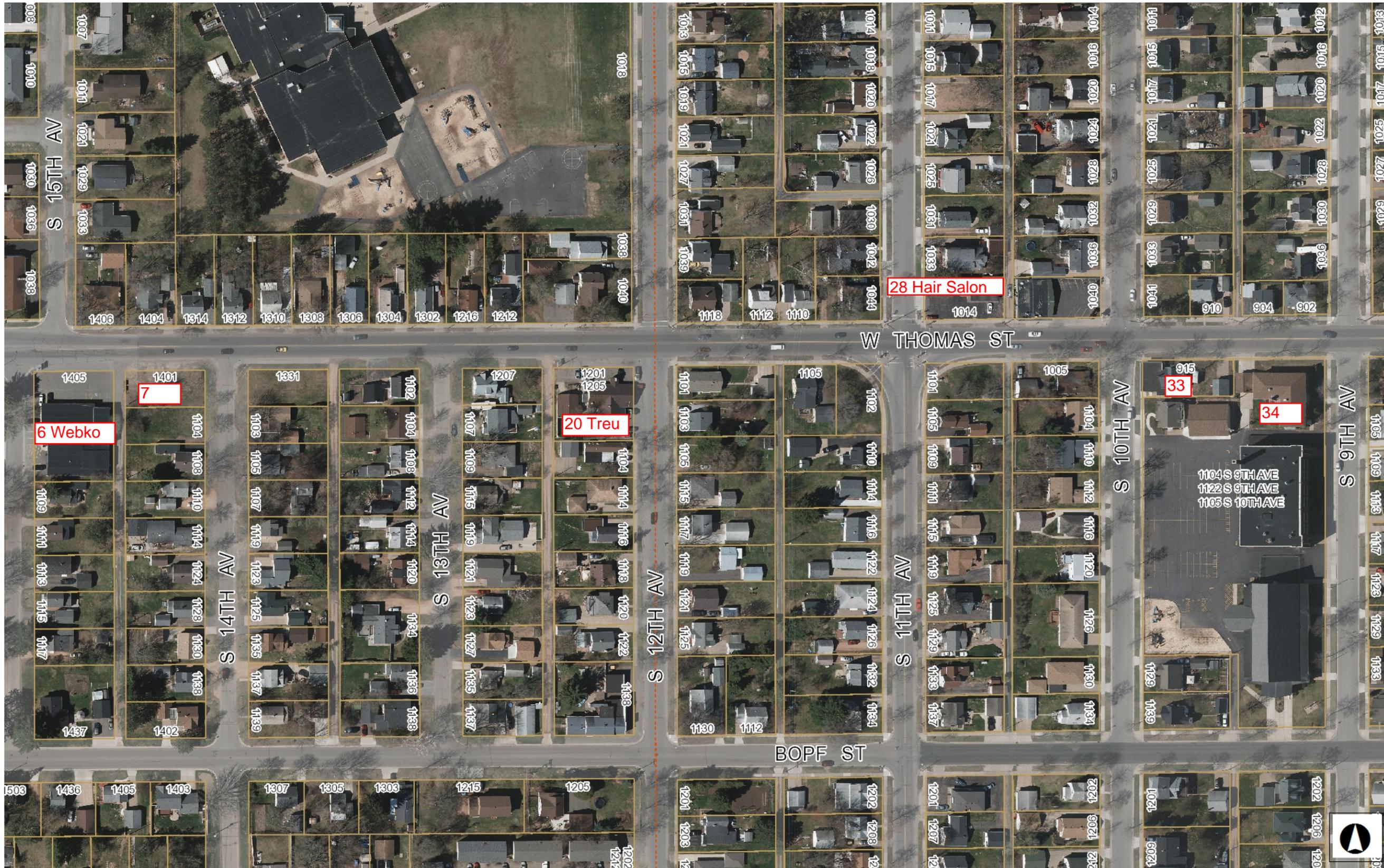
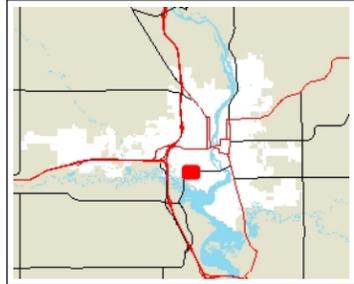
BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby instructed to immediately initiate redevelopment activities including but not limited to the issuance of an request for proposal for redevelopment of the site and the related development of a Tax Increment Development plan or plan amendment that will support the redevelopment of the Sears parcel and Mall, and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized and directed to amend the 2016 budget as outlined below and to publish the budget modification in the official newspaper as required.

125-225498210	Land Acquisition	\$650,000
125-225489120	Proceeds from Notes	\$650,000

Approved:

Robert B. Mielke, Mayor



- Legend**
- Parcels
 - Section Lines/Numbers
 - Right Of Ways
 - Stream - River
 - Pond - Lake
 - Wausau Wetland
 - Swamp
 - Ortho - 2015 - 3in



Map Created: 11/15/2016

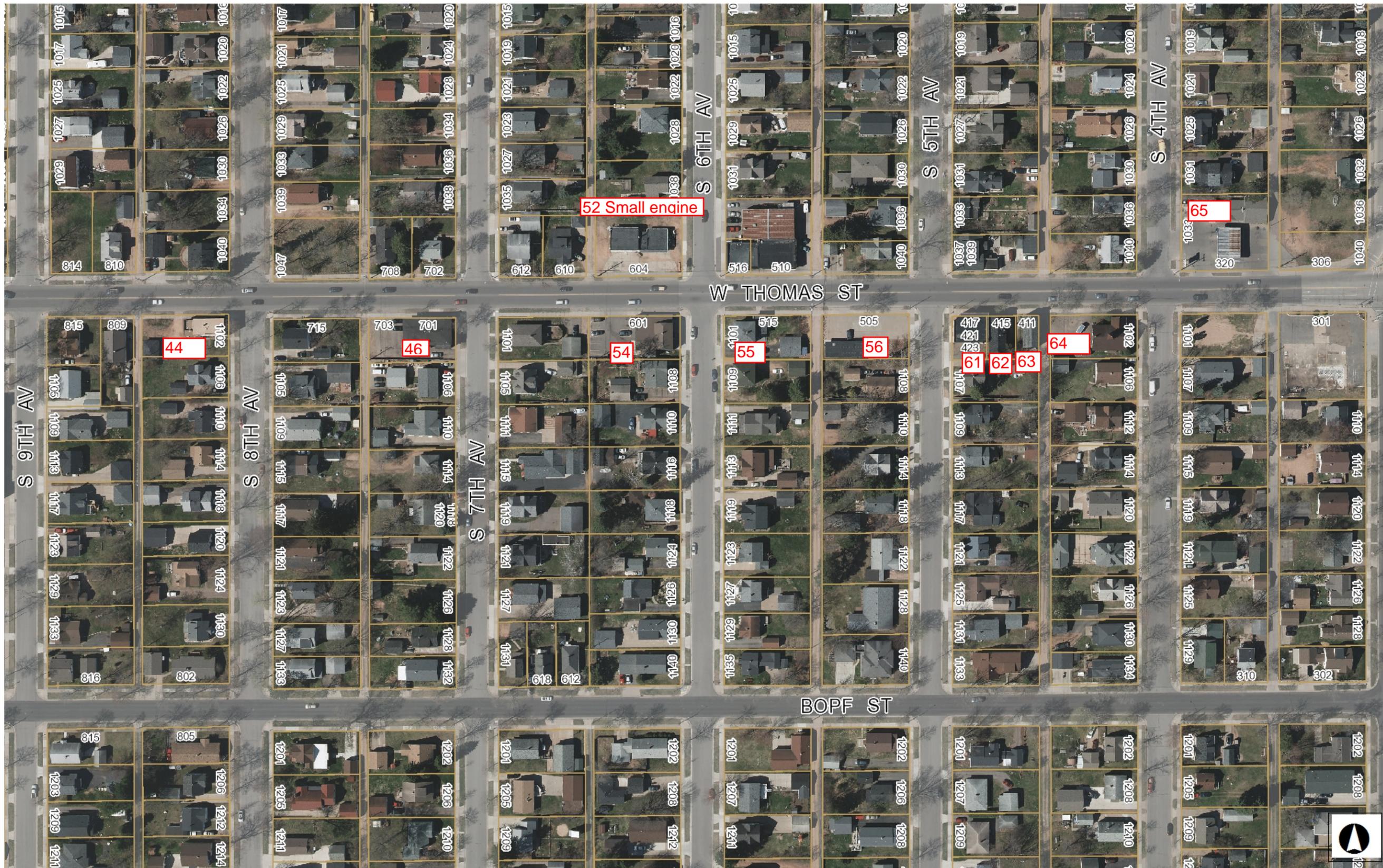
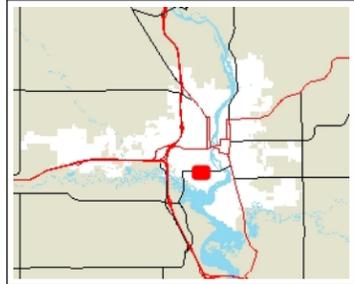
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



- Legend**
- Parcels
 - Section Lines/Numbers
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 - Pond - Lake
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Map Created: 11/15/2016

66.67 0 66.67 Feet

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Notes