



OFFICIAL NOTICE AND AGENDA- ***TIME CHANGE**

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

| | |
|-----------------|--|
| Meeting of the: | COMMON COUNCIL OF THE CITY OF WAUSAU |
| Date/Time: | Tuesday, January 22, 2019 at 7:00 pm 6:30 PM |
| Location: | City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers |
| Members: | Patrick Peckham, Michael Martens, David Nutting, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Karen Kellbach, Dawn Herbst, Mary Thao, Dennis Smith |

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.

| File # | CMT | Consent Agenda | ACT |
|---------|------|--|---------------|
| 19-0101 | COUN | Minutes of previous meeting(s). (1/08/19) | |
| 06-1215 | BPW | Report: Insurance Claims - October 2018 - December 2018 | Place on file |
| 19-0107 | CISM | Resolution Accepting Temporary Limited Easement at 1202 North 3rd Street and 1204 North 3rd Street (Buchkoski) | Approved 4-0 |
| 11-0405 | CISM | Ordinance Repealing no parking south side of 100 block of East Randolph Street and restricted parking 1 hour parking, south side of East Thomas Street, east of Genrich Street | Approved 4-0 |
| 01-0217 | PLAN | Amended Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid and Designation of the Secretary of Transportation to Act as the City's Agent for Administering the Aid and for Execution of Agency Agreement and Federal Block Grant Owner Assurance | Approved 6-0 |

| File # | CMT | Resolutions and Ordinances | ACT |
|---------------------------------------|-----------|--|--------------|
| 19-0103 | | Mayor's Appointments | |
| 17-1109 | FIN | Resolution Approving the budget modification for the election and electrical budget | Approved 4-0 |
| 18-0805 | FIN | Resolution Approving an agreement with Passport Labs, Inc. for mobile parking software service and electronic parking permits software service | Approved 4-0 |
| 18-0805 | FIN | Resolution Approving an agreement with Portable Computer Systems, Inc. dba PCS Mobile to purchase parking enforcement license plate recognition software and hardware | Approved 4-0 |
| 02-1005 | FIN | Resolution Approving Acquisition of 1107 Cleveland Avenue | Approved 4-0 |
| 18-1109 | FIN | Resolution Approving the budget modification for Tax Increment District Number Six for Professional Services related to Street Tree Planning | Approved 4-0 |
| 18-1110 | Par & Rec | Resolution Designating 224 S 4th Street as the Site for the Wausau Urban Dog Park and Authorizing Members of the Dog Park Special Committee to Fundraise for the Project | Approved 5-0 |
| Suspend the Rules (2/3 vote required) | | | |
| 14-0707 | FIN | Resolution Approving Jurisdictional Offer for Parcel 53 – 1328 Curling Way for the Townline Road Reconstruction Project | Pending |

Public Comment & Suggestions

CLOSED SESSION pursuant to 19.85(1)(g) of the Wisconsin Statutes for the purpose of 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, for the purpose of conferring with legal counsel regarding Petition for Contested Case Hearing and Petition for Judicial Review, Case No. 19CV32 regarding Wisconsin Pollutant Discharge Elimination System Permit No. WI-0025739-09-0

RECONVENE into Open Session, if necessary, to take action on Closed Session item.

Adjournment

Signed by Robert B. Mielke, Mayor

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 1/17/19 11:00 AM. Questions regarding this agenda may be directed to the City Clerk.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, January 8, 2019 at City Hall.

Mayor Robert Mielke presiding.

Roll Call

1/8/2019 7:00:24 PM

Roll call indicated 9 members present.

| <u>District</u> | <u>Aldersperson</u> | <u>Present</u> |
|-----------------|---------------------|----------------|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | YES |
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | YES |
| 6 | McElhaney, Becky | NV |
| 7 | Rasmussen, Lisa | YES |
| 8 | Kellbach, Karen | NV |
| 9 | Herbst, Dawn | YES |
| 10 | Thao, Mary | YES |
| 11 | Smith, Dennis | YES |

Proclamations:

Mayor Mielke proclaimed the **Martin Luther King Jr. Holiday** as a **Day of Service** in Wausau, and called upon the people of the City to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Day and throughout the year.

Mayor Mielke proclaimed **January 20-26, 2019** as **Wausau School Choice Week**, to raise awareness of the need for effective educational options, and called this observance to the attention of all citizens.

Public Comment for Pre-registered citizens for matters appearing on the agenda and other public comment.

- 1) Lavern Pantiko, 310 Adams St, spoke on behalf of friends and family that were unhappy about the small park behind the YMCA being gone and felt they should be given an explanation as to why, when, where and how.
- 2) Seng Yang, 113 Edward St, spoke in favor of allowing for a tavern at 316 Sherman Street. He believed the tavern in this area would help sustain the World Market project and help him fulfill his vision of another business opportunity.
- 3) True Yang, 1832 Norway Ln, Kronenwetter, spoke in favor of allowing a tavern at 316 Sherman Street to help attract young professionals, especially Hmong professionals. He felt it would help Wausau as embracing diversity and building community space. He pointed out they would use the World Market parking lot to alleviate parking concerns and soundproof the walls to reduce noise. They intended to create a safe environment by cooperating with police.
- 4) Romey Wagner, 3500 Golf View Dr, spoke in favor of a tavern at 316 Sherman Street and felt with the help of the World Market they were addressing all of the concerns. He believed both the Hmong community and the city needed it.

Consent Agenda

1/8/2019 7:18:42 PM

Motion by Neal, second by Peckham to approve all items on the Consent Agenda as follows:

18-1201 Minutes of the previous meeting(s). (12/11/18)

19-0104 Preliminary Resolution of the Capital Improvements & Street Maintenance Commission Levying Special Assessments for 2019 Street Construction Projects

18-0412 Resolution of the Capital Improvements & Street Maintenance Commission accepting Easement for Maintaining the Dedicated Storm Water Detention Pond at 305 South 20th Street. (Bliven)

19-0105 Resolution of the Capital Improvements & Street Maintenance Commission approving Agreement for the Management of Maintenance of a Stormwater facility (AJR Properties East, LLC - 9919 Innovation Way)

11-0104 Resolution of the Capital Improvements & Street Maintenance Commission approving North Central Wisconsin Stormwater Coalition Cooperative Agreement

18-0605 Resolution of the Capital Improvements & Street Maintenance Commissions approving Agreement for the Management and Maintenance of a Stormwater facility (Rivers Edge Storage LLC - 2414 and 2514 North 3rd Street)

01-0217 Resolution of the Plan Commission petitioning the Secretary of Transportation for Airport Improvement Aid and Designation of the Secretary of Transportation to Act as the City's Agent for Administering the Aid and for Execution of Agency Agreement and Federal Block Grant Owner Assurances

18-0108 Resolution of the Public Health & Safety Committee Approving or Denying various license as Indicated

Yes Votes: 9 No Votes: 0 Not Voting: 2 Result: PASS

16-0913

1/8/2019 7:19:28 PM

Motion by Gisselman, second by Herbst to adopt a Resolution of the Capital Improvements & Street Maintenance Commission Accepting the transfer of City property for the reconstruction of South 1st Avenue pursuant to Transportation Project Plat 6999-18-03, Parcel 78 - 401 South 1st Avenue

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 2 Result: PASS

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | YES |
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | YES |
| 6 | McElhaney, Becky | NV |
| 7 | Rasmussen, Lisa | YES |
| 8 | Kellbach, Karen | NV |
| 9 | Herbst, Dawn | YES |
| 10 | Thao, Mary | NO |
| 11 | Smith, Dennis | YES |

14-1009

1/8/2019 7:21:08 PM

Motion by Martens, second by Neal to adopt a Resolution of the Finance Committee Approving a non-exclusive contract for cellular service with New Cell, Inc. d/b/a Cellcom

Yes Votes: 9 No Votes: 0 Not Voting: 2 Result: PASS

02-1005

1/8/2019 7:21:36 PM

Motion by Nutting, second by Peckham to approve a Resolution of the Finance Committee Approving Acquisition of 241 East Thomas Street

Yes Votes: 7 No Votes: 2 Abstain: 0 Not Voting: 2 Result: PASS

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | YES |
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | NO |
| 6 | McElhaney, Becky | NV |
| 7 | Rasmussen, Lisa | YES |
| 8 | Kellbach, Karen | NV |
| 9 | Herbst, Dawn | YES |
| 10 | Thao, Mary | NO |
| 11 | Smith, Dennis | YES |

19-0106

1/8/2019 7:22:10 PM

Motion by Gisselman, second by Herbst to adopt a Resolution of the Plan Commission Amending the General Development Plan and Precise Implementation Plan at 1314 Grand Avenue to allow for a single family residential property in a UDD, Unified Development District

Yes Votes: 9 No Votes: 0 Not Voting: 2 Result: PASS

Motion by Gisselman, second by Rasmussen to adopt a Resolution of the Plan Commission Approving a conditional use at 212 East Randolph Street and 1409 Cherry Street to allow for VFW club house uses, in a M1, Limited Industrial District

Yes Votes: 9 No Votes: 0 Not Voting: 2 Result: PASS

Motion by Neal, second by Peckham to approve a Resolution of the Plan Commission Amending the General Development Plan and Precise Implementation Plan at 316 Sherman Street to allow for a tavern in a UDD, Unified Development District

Rasmussen stated neighborhood impact is key and matters most and when considering liquor licensing we look at alcohol outlet density and concentration. If there are too many in an area it can have a negative neighborhood impact. This particular area has had a very negative neighborhood impact and twice in recent history we have had to close taverns there. She pointed out although it partially had to do with bad management and Mr. Her has done a wonderful job managing World Market, he is not the manager of this proposed establishment, he is a landlord. There are already several establishments in this area and it is already bordering on too many. She felt there were many other occupancies that Mr. Her could facilitate in that building, other than a tavern that would create a far more positive outcome. She did not believe this was a good fit.

Neal commented he was not a fan of predicting doom and gloom future based on what happened with others. He pointed out there are many long time neighborhood taverns in good standing, such as the Domino and B&R's. He felt this proposed business was something special that fulfills a purpose that we should not stand in the way of based on other failed businesses.

Gisselman indicated as a member of the Plan Commission he voted against it because this neighborhood has had a lot of problems with taverns and is finally coming back from a lot of that stress. He believed it was too early to put another tavern into this neighborhood.

Peckham stated he was the one yes vote on the Plan Commission because although he was unsure about it, he thought there should be some consideration given to this applicant. He was now convinced the applicant will work hard to keep it open, thriving and operating appropriately. He liked the parking being at World Market rather than on Sherman Street and the plan for soundproofing.

Thao commented when members of the Hmong community come together to have conversations about our dreams and goals we like to go establishments where we feel comfortable. She indicated they have met at the World Market and Christine's which are nearby. She stated the World Market was a partnership and investment made by the city and McDevco which we cannot allow it to fail. The property at 316 Sherman Street, which they own, has been vacant for the last three years. She believed the Yang's have addressed the concerns of the citizens and are willing to work with the police department. She did not think we should take a base line of what prior business owners have done to mismanage their businesses. She urged the Council to give them an opportunity to take the next step to try to obtain a liquor license. She commented they approved VFW for a clubhouse at this address, so not approving this would be a double standard.

Martens agreed with Thao, was impressed by the letter of True Yang, and believed it was a win-win situation. He also felt it would be a double standard not to approve it because they approved the VFW.

Nutting felt this was a very difficult decision for him as the representative of this district which hosts the World Market which he wholeheartedly supported. The stalling point for him was the location and thought the project was very good and would be great at a different location. He indicated the residents that have contacted him are not in favor of a tavern there.

Rasmussen wanted to be absolutely clear that this was not a cultural issue, it is an alcohol issue. This is a question of whether Wausau needs another tavern in this residential area. She did not believe there was any double standard here; it is all about whether this is the right place for that operation, and she did not feel that it was and did not believe the World Market would fail if this building did not become a tavern.

Thao responded in the last six months they approved the renewal of Hiawatha, the Urban Bistro (Westside Battery building), and the Masonic Temple, so why wouldn't they approve this one.

Neal stated he did see there was a cultural consideration here that we should not overlook. He thought it was potentially special and strongly encouraged approval.

Yes Votes: 4 No Votes: 5 Abstain: 0 Not Voting: 2 Result: FAIL

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | NO |
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | NO |
| 6 | McElhaney, Becky | NV |
| 7 | Rasmussen, Lisa | NO |
| 8 | Kellbach, Karen | NV |
| 9 | Herbst, Dawn | NO |
| 10 | Thao, Mary | YES |
| 11 | Smith, Dennis | NO |

97-0712

1/8/2019 7:49:58 PM

Motion by Rasmussen, second by Herbst to adopt a Resolution of the Finance Committee Approving City's Waiver of Right to Repurchase property at 401-505 N. 72nd Avenue in the Wausau Business Campus

Yes Votes: 9 No Votes: 0 Not Voting: 2 Result: PASS

02-1005

1/8/2019 7:50:46 PM

Motion by Nutting, second by Smith to adopt a Resolution of the Finance Committee Approving Jurisdictional Offer to owner of 114 E. Thomas Street by publication, for Phase II of the Thomas Street Reconstruction Project

Yes Votes: 7 No Votes: 2 Abstain: 0 Not Voting: 2 Result: PASS

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | YES |
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | NO |
| 6 | McElhaney, Becky | NV |
| 7 | Rasmussen, Lisa | YES |
| 8 | Kellbach, Karen | NV |
| 9 | Herbst, Dawn | YES |
| 10 | Thao, Mary | NO |
| 11 | Smith, Dennis | YES |

Suspend the rules

1/8/2019 7:49:26 PM

Motion by Nutting, second by Gisselman to suspend the rules

Yes Votes: 9 No Votes: 0 Not Voting: 2 Result: PASS

02-1005

1/8/2019 7:51:19 PM

Motion by Herbst, second by Rasmussen to adopt a Resolution of the Finance Committee Approving Jurisdictional Offer to owner of 218 E. Thomas Street, by publication, for Phase II of the Thomas Street Reconstruction Project

Yes Votes: 7 No Votes: 2 Abstain: 0 Not Voting: 2 Result: PASS

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | YES |
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | NO |
| 6 | McElhaney, Becky | NV |
| 7 | Rasmussen, Lisa | YES |
| 8 | Kellbach, Karen | NV |
| 9 | Herbst, Dawn | YES |
| 10 | Thao, Mary | NO |

14-0707

1/8/2019 7:53:22 PM

Motion by Peckham, second by Martens to adopt a Resolution of the Finance Committee Approving Jurisdictional Offers for properties for the Townline Road Reconstruction Project: Parcel 1 - 1225 Grand Avenue; Parcel 2 - 1228 Prospect Avenue, Parcel 3 - 702 Townline Road, Parcel 6 - 714 Townline Road, Parcel 14 - 1303 Grand Avenue, Parcel 47 - 1204 Townline Road, Parcel 51 - 915 Townline Road

Peckham questioned why so many of these property owners did not respond. Lindman stated this is partially funded by the DOT so we are following Wisconsin state statutes on property acquisition and these are mainly temporary limited easements (TLE) so we can put the sidewalk in and grade back. We aren't actually taking any property, just temporarily using it for the road construction project. For whatever reason, these owner's did not respond to us, we could not get ahold of them and they weren't interested in signing for the small amount. This is the next step to keep the project moving forward.

Yes Votes: 9 No Votes: 0 Not Voting: 2 Result: PASS

14-0707

1/8/2019 7:53:55 PM

Motion by Herbst, second by Peckham to adopt a Resolution of the Finance Committee Approving Jurisdictional Offer for Parcel 52 - 917 / 929 Townline Road for the Townline Road Reconstruction Project

Yes Votes: 9 No Votes: 0 Not Voting: 2 Result: PASS

18-0608

1/8/2019 7:54:21 PM

Motion by Nutting, second by Rasmussen to adopt a Resolution of the Finance Committee Approving Jurisdictional Offer for Parcel 16 - 926 South 1st Avenue for the 1st Avenue Reconstruction Project

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 2 Result: PASS

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | YES |
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | YES |
| 6 | McElhaney, Becky | NV |
| 7 | Rasmussen, Lisa | YES |
| 8 | Kellbach, Karen | NV |
| 9 | Herbst, Dawn | YES |
| 10 | Thao, Mary | NO |
| 11 | Smith, Dennis | YES |

Public Comment or Suggestions

Judith Mueller, 903 Kickbusch St, commented on the fact that Aldersperson Thao has chosen not to attend closed sessions and suggested they accept offers of diversity training and/or mediation.

CLOSED SESSION

1/8/2019 7:59:28 PM

Motion by Rasmussen, second by Neal to move into 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, and pursuant to Wis. Stat. Section (19.85(1)(g) for the purpose of 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, for the purpose of conferring with legal counsel regarding selection from proposals received for the Riverlife Villages Phase 1 project of a new developer and approval of lien settlement to restart the project

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 2 Result: PASS

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | YES |

| | | |
|----|------------------|-----------|
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | YES |
| 6 | McElhaney, Becky | <i>NV</i> |
| 7 | Rasmussen, Lisa | YES |
| 8 | Kellbach, Karen | <i>NV</i> |
| 9 | Herbst, Daw | YES |
| 10 | Thao, Mary | NO |
| 11 | Smith, Dennis | YES |

Thao exited the meeting before closed session deliberation.

Reconvened into Open Session to take action on Closed Session item.

15-0708

1/8/2019 8:53:57 PM

Motion by Neal, second by Rasmussen to adopt a Resolution of the Common Council approving the Acceptance of proposal from Gorman and Company for Riverlife Villages (Phase 1) project, approval of settlement agreements with existing contractors, engineers and architects to remove liens, and the existing developer; and approval of final development agreements and ground leases with Gorman and Company for the restart of the project

Mayor Mielke read the resolution aloud. Rasmussen stated it was important to recognize this dollar figure in terms of the agreement and settlement to the liens represents the city’s original financial commitment to the project initially and does not inject new public money into the project. This will unencumber the property and allow it to move forward in a positive way.

Gisselman requested the media be given the resolution to make it public as soon as possible.

Yes Votes: 8 No Votes: 0 Not Voting: 3 Result: PASS

Mayor Mielke stated this approval of this resolution authorizes settlement payments to remove liens and selected a new developer, Gorman and Company, to take over the Riverlife Villages Phase 1 Project. The settlements total no more than the original incentive approved for the project and the previous developer, Barker Financial, will pay the city an amount which exceeds a full balance of their loan. We will be finalizing on a development agreement and any changes from the original approved plan with the developer soon. The project construction will be restarting this spring with a completion of the first building in the spring of 2020. We are also continuing to work with other interested parties for additional development in the Riverlife area and will continue to review those potential projects as they come.

Adjourn

1/8/2019 8:55:03 PM

Motion by Neal, second by Peckham to adjourn. Motion carried unanimously. Meeting adjourned in Open Session at 8:55 p.m.

Robert B. Mielke, Mayor
Toni Rayala, City Clerk

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

| RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE | |
|---|------------------|
| Accepting Temporary Limited Easement at 1202 North 3 rd Street and 1204 North 3 rd Street (Buchkoski) | |
| Committee Action: | Approved 4-0 |
| Fiscal Impact: | None |
| File Number: | 19-0107 |
| Date Introduced: | January 22, 2019 |

| 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 type="checkbox"/> <i>Budget Source:</i> |
| | <i>One-time Costs:</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> <i>Amount:</i> |
| | <i>Recurring Costs:</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> <i>Amount:</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> <i>Amount:</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | |

RESOLUTION

WHEREAS, Bruce Buchkoski owns property located at 1206 North 3rd Street and 1208 North 3rd Street; and

WHEREAS, in order to gain access to the back of 1206 North 3rd Street and 1208 North 3rd Street, the property owner has requested a Temporary Easement on the City's properties of 1202 North 3rd Street and 1204 North 3rd Street; and

WHEREAS, the property owner of 1206 and 1208 North 3rd Street shall maintain the improvements in the temporary easement area; and

WHEREAS, this temporary limited easement will expire December 31, 2019, at which time the temporary limited easement shall be revisited; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on January 10, 2019 to review the proposed temporary easement and recommends approval; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the temporary easement agreement, a copy of which is attached hereto and incorporated herein by reference, and the City Clerk is hereby instructed to have the easement recorded in the office of the Marathon County Register of Deeds.

Approved:

Robert B. Mielke, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 10, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Thao (Kellbach was excused.)

Also Present: Mayor Mielke, Buckner, Wesolowski, Niksich

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Discussion and possible action on a Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 North 3rd Street

Wesolowski explained the owner of 1208 and 1206 North 3rd Street gains access to the properties by using the alley off of Short Street. The alley ends at the parcel behind these properties, 1202 North 3rd Street, which is a City lot. This easement allows the owner of 1208 and 1206 to use the City lot for access to his properties. The easement will expire at the end of this year as these lots may develop. If development occurs, access to the properties would have to be reevaluated.

Rasmussen moved to approve the Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 North 3rd Street. Seconded by McElhaney.

Thao questioned if the property at 1102 North 3rd Street would also be able to access the easement. Wesolowski provided a map showing the easement and indicated 1102 North 3rd Street does not need access from the back of the property as their garage sits flush with the property line. Thao asked if the City has to maintain the temporary easement. Wesolowski said the City does not plow the area. This is a gravel area that the resident would maintain.

There being a motion and a second, motion to approve the Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 North 3rd Street carried unanimously 4-0.

Agenda Item No.

3

STAFF REPORT TO CISM COMMITTEE – January 10, 2019

| AGENDA ITEM |
|---|
| Discussion and possible action on a Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 N 3 rd Street |
| BACKGROUND |
| The City owns the parcels described above. This temporary limited easement will allow the owner of 1206 N. 3 rd Street to access the back side of his property across the City lots. |
| FISCAL IMPACT |
| None |
| STAFF RECOMMENDATION |
| Staff recommends approving the temporary limited easement. |
| Staff contact: Allen Wesolowski 715-261-6762 |

TEMPORARY EASEMENT AGREEMENT FOR THE USE OF CITY PROPERTY FOR TEMPORARY
ACCESS TO PROPERTY OWNED BY BRUCE BUCHKOSKI

THIS AGREEMENT (the "Temporary Easement Agreement") made this ____ day of _____, 2019, by and between City of Wausau, a municipal corporation of the State of Wisconsin, herein referred to as "CITY," and Bruce Buchkoski, herein referred to as "GRANTEE".

WITNESSETH:

WHEREAS, GRANTEE wishes to establish, operate, and maintain temporary access to GRANTEE'S land over land owned by CITY at 1202 AND 1204 N. 3rd Street; and

WHEREAS, CITY will allow such access as a temporary easement on CITY's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY hereby grants to GRANTEE, at no charge, a temporary nonexclusive easement (the "Easement") over and across the area outlined on attached map at 1202 and 1204 N. 3rd Street, Wausau, Wisconsin, as delineated on "Exhibit 1" which is attached hereto and incorporated herein by reference (the "Temporary Easement Area"), for the purpose of establishing, operating, and maintaining temporary access for the benefit of the GRANTEE to land owned by GRANTEE at 1206 N. 3rd Street.
2. GRANTEE shall be responsible to maintain the improvements in the Temporary Easement Area and, if GRANTEE fails to adequately maintain the Temporary Easement Area and its improvements, CITY may provide GRANTEE with a written notice setting forth the needed repairs, improvements, or maintenance. If it is determined that work is, in fact, needed in the Temporary Easement Area and if GRANTEE does not commence such work within five (5) working days from the date of receipt of the aforesaid written notice and such failure to commence such maintenance or repair work is not due to a cause beyond GRANTEE's control, then CITY may perform such work and GRANTEE shall reimburse CITY for all costs which are reasonably incurred by CITY in performing such work.
3. GRANTEE shall maintain in effect at all times during the term of this Temporary Easement Agreement a policy of commercial general liability insurance to insure against injury to property, person, or loss of life arising out of use of the Temporary Easement Area with limits of coverage that are reasonably acceptable to CITY. GRANTEE shall provide CITY with a certificate of insurance showing that CITY is an additional insured under such commercial general liability insurance. The policy of commercial general liability insurance shall contain a supplemental endorsement covering contractual liability voluntarily assumed by GRANTEE under this Temporary Easement Agreement. No such policy of commercial general liability insurance shall be terminated except after thirty (30) days' prior written notice to CITY. At least thirty (30) days prior to the expiration of such policy of commercial general liability insurance, GRANTEE shall furnish CITY with evidence of the renewal of such policy.
4. GRANTEE agrees to release, indemnify, and hold harmless CITY, and CITY's employees, agents, and officers, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature which may be sustained or to which they may be

exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real or personal property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to the operations, actions, or omissions of GRANTEE or the public in connection with the use of the Temporary Easement Area; or on any adjacent premises owned by CITY and/or as a result of and/or due to the presence of CITY on the Temporary Easement Area; specifically included within this release, indemnification, and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

5. CITY agrees to release, indemnify, and hold harmless GRANTEE, and GRANTEE's employees, agents, officers, and officials (whether hired, appointed, or elected), from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real or personal property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to the operations, actions, or omissions of CITY on the Temporary Easement Area; specifically included within this release, indemnification, and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
6. This Temporary Easement Agreement shall be effective as of the day and year first above written and, unless earlier terminated by CITY, shall expire as of December 31, 2019, or shall terminate and become null and void should the GRANTEE no longer own the property, whichever comes first. CITY reserves the right to cancel this Temporary Easement Agreement at its sole discretion upon thirty (30) days' prior written notice to GRANTEE. Upon receipt of such notice, GRANTEE will have thirty (30) days to cease its use of the Temporary Easement Area, to remove all improvements which GRANTEE has installed on the Temporary Easement Area, and to restore the Temporary Easement Area to the condition which it was in as of the day and year first above written.
7. This Temporary Easement Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
8. All notices to either party to this Temporary Easement Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Either party may change its address for notice by providing written notice to the other party.
9. Enforcement of this Temporary Easement Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Temporary Easement Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Temporary Easement Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
10. Nothing in this Temporary Easement Agreement shall be deemed to be a gift or dedication of any portion of the Temporary Easement Area to the GRANTEE whatsoever.

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

CITY OF WAUSAU

Bruce Buchkoski

Robert B. Mielke, Mayor

Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2019, the above named Bruce Buchkoski, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2019, the above named Robert B. Mielke, Mayor, and Toni Rayala, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This instrument was drafted by Anne L. Jacobson,
City Attorney for the City of Wausau,
407 Grant Street, Wausau, WI 54403-4783

SHORT STREET

N 3RD STREET

RICHARD BAUMANN
209 SHORT ST

CITY OF WAUSAU
205 SHORT ST

KENNETH KOWALSKI
1212 3RD ST

CITY OF WAUSAU
1210 3RD ST

BRUCE BUCHKOSKI
1208 3RD ST

CITY OF WAUSAU
1204 3RD ST

CITY OF WAUSAU
1202 3RD ST

BRUCE BUCHKOSKI
1206 3RD ST

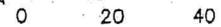
DERRAN LLC
1102 3RD ST

RAILROAD TRACKS

CITY OF WAUSAU
MARATHON COUNTY, WI



SCALE IN FEET



10

MAP DATE: DECEMBER 17, 2012

PROPOSED EASEMENT



O:\Engineering\locat\Scot\CDA_Easement\Scot_CDA_Easement.dwg 12/17/2012 3:51:48 PM City of Wausau - Engineering Department - Plotted by: J.D. VanBoxel

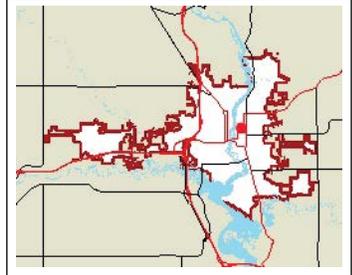
Legal Description for Proposed Easement
City of Wausau to Bruce Buchkoski
291-2907-253-0992
291-2907-253-0993

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of Lot 1 of Certified Survey Map No. 6940 recorded in the Office of Register of Deeds for Marathon County in Volume 26 of Certified survey Maps on Page 133, lying Easterly of a line 25 feet Westerly of and parallel with the East line of said Lot 1;

and also;

That part of the parcel described in Document No. 1433401 recorded in the Office of Register of Deeds for Marathon County, being part of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, lying westerly of a line 6 feet Easterly of and parallel to said East line of Lot 1.

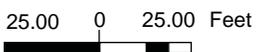


Legend

- Parcels
- Section Lines/Numbers
- Right Of Ways

Notes

Map Created: 1/10/2019



DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

~~Genrich Street, to Genrich Street, 8 a.m. to 5 p.m., Monday Through Friday;~~

...

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Robert B. Mielke, Mayor

Attest:

Toni Rayala, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 10, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Thao (Kellbach was excused.)

Also Present: Mayor Mielke, Buckner, Wesolowski, Niksich

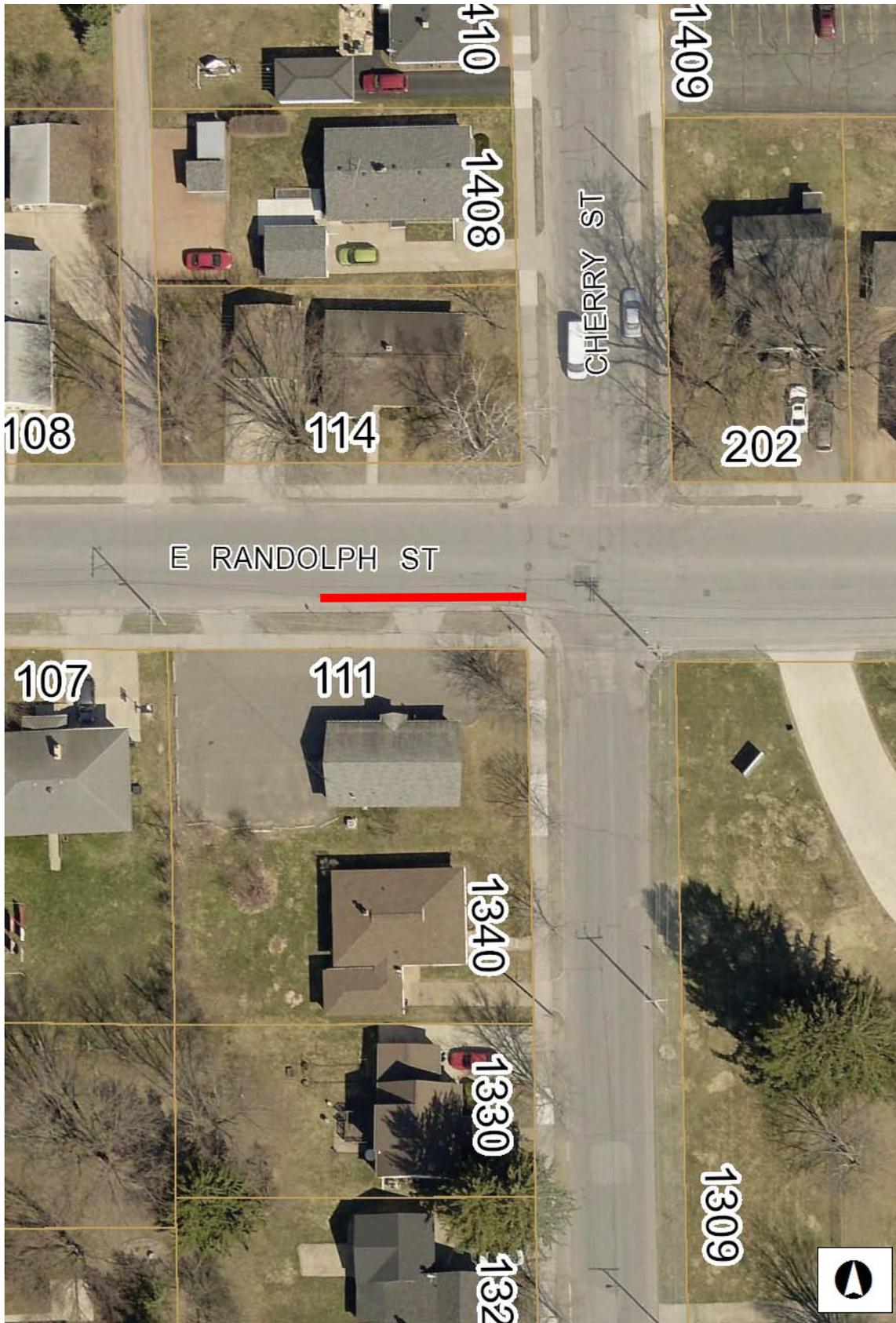
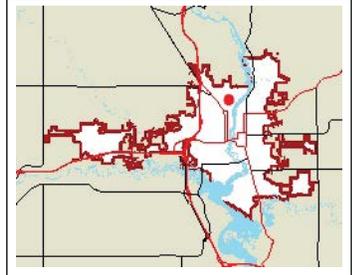
In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Discussion and possible action to amend Municipal Ordinance Section 10.20.080 No parking and restricted parking areas designated – south side of 100 block of East Randolph Street

Per Wesolowski this would also clean up the ordinance. Marathon Electric Credit Union recently remodeled and removed a driveway. Therefore, there is no longer a reason to have restricted parking. This sign was removed by the contractor during their construction. The sign would either have to be reinstalled or the ordinance amended.

McElhaney moved to approve amending Municipal Ordinance Section 10.20.080 No parking and restricted parking area designated – south side of 100 block of East Randolph Street. Rasmussen seconded and the motion carried unanimously 4-0.

| AGENDA ITEM |
|---|
| Discussion and possible action to amend Municipal Ordinance Section 10.20.080 No parking and restricted parking areas designated – south side of 100 block of East Randolph Street |
| BACKGROUND |
| Marathon Electric Credit Union was rebuilt at the intersection of East Cherry Street and East Randolph Street. The eastern most driveway for this parcel was removed as part of the construction and the restriction is no longer needed. |
| FISCAL IMPACT |
| None |
| STAFF RECOMMENDATION |
| Staff recommends amending the ordinance to remove this restriction. |
| Staff contact: Allen Wesolowski 715-261-6762 |



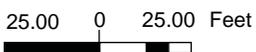
Legend

- Parcels
- Section Lines/Numbers
- Right Of Ways

Notes



Map Created: 1/3/2019



DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 10, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Thao (Kellbach was excused.)

Also Present: Mayor Mielke, Buckner, Wesolowski, Niksich

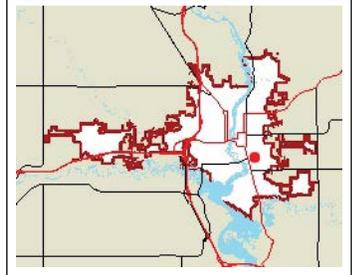
In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Discussion and possible action to amend Municipal Ordinance Section 10.20.080 No parking and restricted parking areas designated – south side of East Thomas Street, east of Genrich Street

Wesolowski indicated the municipal ordinance speaks to parking east of Genrich Street off the end of Thomas Street. Approving this would clean up the ordinance as this area is no longer right-of-way and the parking restriction is not needed.

Rasmussen moved to approve amending Municipal Ordinance Section 10.20.080 No parking and restricted parking areas designated – south side of East Thomas Street, east of Genrich Street. Thao seconded and the motion passed unanimously 4-0.

| AGENDA ITEM |
|---|
| Discussion and possible action to amend Municipal Ordinance Section 10.20.080 No parking and restricted parking areas designated – south side of East Thomas Street, east of Genrich Street |
| BACKGROUND |
| In reviewing no parking ordinances, staff discovered the no parking restrictions on East Thomas Street still existed. This section of East Thomas Street was vacated. |
| FISCAL IMPACT |
| None |
| STAFF RECOMMENDATION |
| Staff recommends amending the ordinance to remove this restriction. |
| Staff contact: Allen Wesolowski 715-261-6762 |



Legend

-  Parcels
-  Section Lines/Numbers
-  Right Of Ways

Notes



Map Created: 1/3/2019

25.00 0 25.00 Feet

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

AMENDED RESOLUTION OF THE PLAN COMMISSION

Petitioning the Secretary of Transportation for Airport Improvement Aid and Designation of the Secretary of Transportation to Act as the City's Agent for Administering the Aid and for Execution of Agency Agreement and Federal Block Grant Owner Assurances

Committee Action: Approved 6-0

Fiscal Impact:

File Number: 01-0217

Date Introduced: January 22, 2019

WHEREAS, the City of Wausau, Marathon County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve the Wausau Downtown Airport, Marathon County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: Relocate KAUW ASOS equipment and grass runway installation; New jet A fuel farm installation and tank monitor install; Airport terminal buildings upgrades; Grass runway 9/27 rehabilitation; Corporate hangar #3 door replacement; Part 77 tree trimming for runway approaches; T-hangar 1-10 maintenance; Concrete apron repair; Wildlife study;

Update of airport layout plan; Taxiway and runway pavement crack sealing and sealcoating; Runway 13/31 reconstruction; Runway 5/23 reconstruction/re-design 5/23 runway lighting system/PAPI; Parking lot expansion with solar panel car shelters; Runway/Taxiway signage-LED lighting retrofit; emergency access/perimeter inspection road; east hangar development area phase II install; sewer/water, utilities, taxiway installation east hangar road installation; Airport snow removal vehicle; Rotating beacon replacement, and any necessary related work.

3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with

sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE Mayor and the City Clerk be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

Approved:

Robert B. Mielke, Mayor

CERTIFICATION

I, Toni Rayala, Clerk of City of Wausau, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a meeting of the Common Council of the City of Wausau on January 22, 2019, adopted by a majority vote, and recorded in the minutes of said meeting.

Clerk

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**AGENCY AGREEMENT AND
FEDERAL BLOCK GRANT OWNER ASSURANCES**

**Department of Transportation
Bureau of Aeronautics
Madison, Wisconsin**

WHEREAS, the City of Wausau, Marathon County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Wausau Downtown Airport project to:

Relocate KAUW ASOS equipment and grass runway installation; New jet A fuel farm installation and tank monitor install; Airport terminal buildings upgrades; Grass runway 9/27 rehabilitation; Corporate hangar #3 door replacement; Part 77 tree trimming for runway approaches; T-hangar 1-10 maintenance; Concrete apron repair; Wildlife study; Update of airport layout plan; Taxiway and runway pavement crack sealing and sealcoating; Runway 13/31 reconstruction; Runway 5/23 reconstruction/re-design 5/23 runway lighting system/PAPI; Parking lot expansion with solar panel car shelters; Runway/Taxiway signage-LED lighting retrofit; emergency access/perimeter inspection road; east hangar development area phase II install; sewer/water, utilities, taxiway installation east hangar road installation; Airport snow removal vehicle; Rotating beacon replacement, and any necessary related work.

WHEREAS, the sponsor adopted a resolution on January 22, 2019, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director (Date)
Bureau of Aeronautics

FEDERAL BLOCK GRANT OWNER ASSURANCES.....

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition

of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The City of Wausau, Marathon County, Wisconsin

Name Robert B. Mielke

Title Mayor

Date

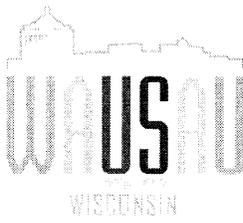
Name Toni Rayala

Title City Clerk

Date

W:\Airports\Wausau Downtown\Petition\9-18AUWres.docx

104dev./r.05/06/2014



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

AMENDED RESOLUTION OF PLAN COMMISSION
WAUSAU DOWNTOWN AIRPORT---AIRPORT IMPROVEMENT AID

- Plan Commission conducted a public hearing on the City's Petition for Airport Improvement Aid on Tuesday, December 18, 2018.
- A resolution was forwarded to the Common Council for its January 8, 2019 meeting, approving the City's petition for aid, designating the Secretary of Transportation as the City's agent for matters relating to development of projects enumerated in the petition and authorizing the Mayor and City Clerk to execute federal block grant airport owner assurances.
- As a result of a scrivener's error certain projects were inadvertently left out of the petition.
- This amended Resolution is submitted to rectify the error.

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Citizens Advisory Committee - Community Development Block Grant*

File Number: 19-0103 **Date Introduced:** January 22, 2019

Citizens Advisory Committee - Community Development Block Grant

Aylee Her (1) 324 N. 1st Ave 6 Yr Term Exp 4/30/25 715-212-9313
 Filling vacancy

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (#) Designates the term number appointed to

Approved:

Robert B. Mielke, Mayor



MEMORANDUM

DATE: January 10, 2019
TO: Toni Rayala, Mary Goede
FROM: Mayor Robert B. Mielke 
RE: Appointment to Citizen's Advisory Committee

Please place the following appointment on the January 22, 2019 City Council Agenda. If you have any questions, please call my office. Thank you.

CITIZENS' ADVISORY COMMITTEE – COM. DEVELOPMENT BLOCK GRANT

New Appointment (Not replacing anyone - filling a vacancy)

Mr. AyLee Her
324 N. 1st Avenue
Wausau, WI 54403
Her.aylee@ymail.com
715-212-9313
(6 Year Term - Expires: 4/30/25)

Enclosure: Resume & Letter

cc: Tammy Stratz

AyLee Her
324 N. 1st Ave, Wausau, WI 54401 • (715) 212-9213 • her.aylee@ymail.com

December 29, 2018

Mayor Robert B. Mielke
407 Grant Street
Wausau WI 54403

Dear Mayor Mielke,

I became aware that the Citizens Advisory Committee have a vacant committee position with the term ending on April 30, 2020. I am writing to be considered for this committee member vacancy.

I have five years of experience working in the community of Wausau and the surrounding communities in regards to resources and interagency referrals for a better care system in terms of low income, and those who utilize assistance from programs that help the needy through my current role as the Community Outreach Coordinator at Bridge Community Health Clinic. I am also an advocate for access to resources within our community such as transportation, health care, and other essential resources to help individuals become self-sufficient. I am a member of the Transit Task Force in advocating for access to public transportation, and as a board member of The Neighbor's Place, food access. I am interested in how I can contribute to make this community a more connected and make resource more available for our residents with regards to effectively utilizing the Community Development Block Grant Program for the city of Wausau.

I am including my resume for your review. I would appreciate your consideration of me for the Citizens Advisory Committee and I look forward to speaking with you regarding this opportunity.

Sincerely,

AyLee Her

AyLee Her

324 N. 1st Ave, Wausau, WI 54401 • (715) 212-9213
her.aylee@ymail.com

PROFESSIONAL QUALIFICATIONS

- Strong interpersonal and communication skills in a diverse socioeconomic and underserved background
- Demonstrated successful event planning and details to meet organizational goals
- Bilingual: Hmong – written and spoken

PROFESSIONAL EXPERIENCE

Bridge Community Health Clinic

Community Outreach Coordinator, 2013 – Present

- Under direct supervision of the Executive Director: attend, plan, organize, and implement community-based events to educate community members and local organizations about clinic service for patient acquisition and referrals
- Contribute to marketing strategies and manage social media outlets including Facebook and Twitter
- Serve as Enrollment Specialist– Certified Application Counselor to assist and educate consumers in health care coverage options
- Prepare materials and facilitate Community Outreach Committee meetings with Board members and Ad Hoc members
- Develop clinic informational print materials such as rack cards and services flyers including media design

SWITS, Ltd.,

Staff Interpreter, 2012 – 2013

- Provided exceptional interpreting services for patients and health care providers in central Wisconsin including conducting home visit interpreting services to clients with health, policy and housing related issues
- Complied with professional stand-by and on-call readiness standards as a best practice
- Followed strict confidentiality guidelines

RadioShack Corporation

Store Manager, 2011 – 2012

- Interviewed and successfully hired sales associates to achieve storewide and district goals
- Maintained all store inventory and financial records
- Provided performance evaluations for employees and scheduling
- Established internal and external business promotional investments

PROFESSIONAL AND CIVIC AFFILIATIONS

Member, Board of Directors – The Neighbor's Place

Member, Medical College of Wisconsin (MCW) - Regional Applicant Advisory Committee

Member, United Way of Marathon County LIFE Report – Connected Subcommittee

Member, United Way of Marathon County – Hunger Coalition

EDUCATION

University of Kansas Medical Center

Community Health Center Executive Fellowship, 2016

University of Wisconsin Stevens Point

B.S., Public Administration – Policy Analysis, 2011

University of Wisconsin Marathon County (UW- Stevens Point)

A.A., Liberal Arts, 2004

Reference Available upon request

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the budget modification for the election and electrical budget

Committee Action: Approved 4-0

Fiscal Impact: No net increase in budget

File Number: 17-1109

Date Introduced: January 22, 2019

FISCAL IMPACT SUMMARY

| | | | |
|---------------|---|---|---|
| COSTS | <i>Budget Neutral</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source: Other Departmental Line Items</i> |
| | <i>One-time Costs:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</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</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | |

RESOLUTION

WHEREAS, the Department of Public Works recommends transferring funds from the electrical services line item to traffic signals supplies line item to cover 2018 shortfalls in the amount of \$22,000, and

WHEREAS, the Finance Department recommends transferring funds from the refuse services line item to the Election budget to cover 2018 shortfalls in the amount of \$20,000, and

WHEREAS, the Finance Committee has reviewed and recommends the following budget modification:

| | | | |
|-------|--------------|--------------------------|----------|
| From: | 110-82192220 | Electrical Services | \$22,000 |
| To: | 110-82193640 | Traffic Signal Supplies | \$22,000 |
| From: | 110-11592970 | Refuse Services | \$20,000 |
| To: | 110-8191430 | Election Clerks | \$15,649 |
| To: | 110-8195350 | Election Office Machines | \$ 4,351 |

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Robert B Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 8, 2019 @ 5:15 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting

Members Excused: Kellbach

Others Present: Groat, Jacobson, Kujawa, Lindman, Mielke, Schock, Goede, Damon Phalin and Glen Speich – MSA, Cheryl Schroeder – Becher Hoppe

Discussion and possible action on budget modification for the following budgets: Electrical and Election budgets

Groat explained electrical services is what we pay WPS for the utilities related to street lights and the traffic signal supplies. She indicated they already have an overage in the traffic signal supply account but their electrical services will be more than sufficient to finish out the year. The elections depends on how much extra help we use and what DPW does; and this year we had extra maintenance on the election machines that wasn't anticipated in the budget. The refuse budget has sufficient funds to cover this.

Motion by Nutting, second Martens to approve the budget modification for electrical and election budgets. Motion carried 4-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving an agreement with Passport Labs, Inc. for mobile parking software service and electronic parking permits software service

Committee Action: Approved 4-0

Fiscal Impact: \$7,000 annually variable based upon the app usage by parking patrons

File Number: 18-0805

Date Introduced: January 22, 2019

FISCAL IMPACT SUMMARY

| | | | |
|---------------|--|---|---|
| COSTS | <i>Budget Neutral</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source: Parking Fund</i> |
| | <i>One-time Costs:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount: -</i> |
| | <i>Recurring Costs:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$7,000 annually variable based upon usage</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: parking fee increase</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount: Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> | | |

RESOLUTION

WHEREAS, The City commissioned a parking study in 2014 to improve parking conditions in the Central Business District; and

WHEREAS, utilizing the study results; the City of Wausau parking improvement plan proposes:

1. Uniform 2 hour free parking in the area bounded by 1st to 4th Streets and Washington to Grant Streets with the retention of 15 minute stalls
2. Implementation of graduated parking fines for overtime and meter parking
3. Implementation of parking pay stations
4. Implementation of license plate recognition software
5. Modification of hourly and monthly parking fees
6. Implementation of Passport mobile parking
7. Implementation of no re-parking within the same face block
8. Development of marketing and wayfinding for the parking program
9. Implementation of electronic parking permits

WHEREAS, feedback on the plan was obtained through paper and online surveys, four Main Street stakeholder meetings, and other meetings with downtown businesses; and

WHEREAS, the Common Council approved the plan in August 2018; and

WHEREAS, your Finance Committee has reviewed and recommended the proposed agreement with Passport Labs, Inc. for mobile parking app and electronic parking permits;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute contracts in substantial compliance with the draft attached.

Approved:

Robert B. Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 8, 2019 @ 5:15 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting

Members Excused: Kellbach

Others Present: Groat, Jacobson, Kujawa, Lindman, Mielke, Schock, Goede, Damon Phalin and Glen Speich – MSA, Cheryl Schroeder – Becher Hoppe

Discussion and possible action on approving an agreement with Passport Labs, Inc.

Smith questioned where the funds would come from. Groat stated the funding comes from the parking fund itself and we made some adjustments to the citation fee structure, as well as the parking fees to offset some of the cost. She noted it will be a time saver for the staff and will allow people to purchase permits 24 hours a day. Currently if you are a tenant downtown you have to come in to City Hall during business hours to get a permit, but now they will be able to do it online without any sort of interface with city staff. She commented Green Bay is a user of Passport and when speaking with them recently they reiterated their satisfaction with the program. She noted they just rolled out a new enhancement that if people have Passport on their phone, as they pull into an area that is serviced by Passport they will receive a notification.

Motion by Martens, second by Nutting to approve the agreement with Passport Labs, Inc. Motion carried 4-0.



From: Maryanne Groat
To: Finance Committee
Date: January 3, 2019
Re: Parking Contract Passport Lab

Attached is a copy of the proposed parking agreement with Passport. This contract will enable parking patrons to purchase hourly parking with their cell phone using the Passport phone app and to purchase a monthly or daily parking pass electronically 24/7.

The implementation of the Passport software will occur shortly after the license plate recognition system is up and running.

This component of the parking plan was approved by the Common Council August 15, 2018 and has support of the downtown stakeholders.

Passport is used by many neighboring communities.

The fixed cost for parking permits is \$500 per month for up to 1200 permits and \$1 per additional permit. The parking app is \$.30 per transaction.

The contract may be cancelled at any time with 60 days' notice and has no expiration date.

We have one modification to the attached contract that would specify that the monthly fee would initiate after all the permits had been implemented. So your approval should recognize that the agreement may change slightly.

This item is scheduled to go to the Common Council the same evening.

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement (the “Agreement”) is entered into as of the Effective Date set forth below by and between Passport Labs, Inc. (“Passport”) and the party named below (“Provider”). This Agreement includes and incorporates the terms and conditions found in this document, the Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto, which represent the full and complete understanding and agreement of Passport and Provider with respect to the subject matter hereof. In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

| | | | |
|---|--|---|--|
| Provider Legal Name: City of Wausau, WI | | Contact: Maryanne Groat | |
| Email: mgroat@ci.wausau.wi.us | | Phone: (715) 261-6645 | |
| Provider Contact Address 407 Grant Street Wausau, WI 54403 | | Provider Billing Contact Address 407 Grant Street Wausau, WI 54403 | |
| Effective Date: | | | |
| Services: Passport will provide services (the “Services”) and license all software, including all web and mobile applications and related documentation, (the “Software”) necessary for Provider to operate (1) a mobile payment for parking program (“MPP”) which allows all parking customers in any parking facilities owned or managed by Provider (the “Premises”) the ability to pay for parking using a smartphone application or mobile web application and (2) a digital permits for parking system (“DPP”). | | | |
| Governing State Law | | Wisconsin | |
| Term: This Agreement shall commence on the Effective Date and continue until it is terminated (the “Term”). Either Party may terminate this Agreement by providing sixty (60) days’ written notice to the non-terminating Party. | | | |

(continued on next page)

II. MOBILE PAYMENT FOR PARKING TERMS

| | | |
|---|--|--|
| Equipment Provided by Passport: | Initial Signs Two hundred (200) | Initial Decals Twelve hundred (1200) |
| <p>Installation: Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts</p> | | |
| <p>Ancillary Fees:</p> <ul style="list-style-type: none"> a) Zone setup fees of three dollars (\$3.00) per space - WAIVED b) Initial Signs and Stickers – WAIVED (unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal will apply to additional or replacement orders) c) Provider will pay a ten dollar (\$10.00) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport d) Provider will pay a one dollar (\$1.00) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport e) Passport will provide a design file to allow Provider to print replacement signs and decals f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider’s request, in amounts authorized for Provider employee travel, as set forth in the then current City of Wausau Employee Professional Development Policy. | | |

(continued on next page)

III. FEES

| | | | |
|---|--|------------|------------|
| Per Transaction MPP Service and License Fee* | \$0.25 | | |
| Maximum Convenience Fee Passed through to Parking Customers | \$0.25 | | |
| DPP Service and License Fee (The month amount of \$500.00 includes up to and including 1,200 active permits per month. For any active permits above 1,200 in any given month, Provider shall pay Passport \$1.00 per active permit per month.) | \$500.00 /month | | |
| Monthly Minimum Fees | \$500.00 | | |
| <p>Monthly Minimum: If the total per transaction fees payable to Passport according to the fees set forth above as a result of Provider's use of the DPP during any month are less than the monthly minimum fees, then, in addition to such fees, the Provider will pay the difference between the amount actually collected ("Paid") and the monthly minimum fees ("Minimum") as follows:</p> <p><i>Additional Amount Payable to Passport = Minimum - Paid</i></p> | | | |
| <p>Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.</p> | | | |
| Merchant of Record for Transactions: | <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Passport</td> <td style="width: 50%; text-align: center;">X Provider</td> </tr> </table> | Passport | X Provider |
| Passport | X Provider | | |
| Passport Merchant Processing Rate Per Transaction: | N/A | | |
| Payment Gateway Provider: | <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">X Passport</td> <td style="width: 50%; text-align: center;">Other</td> </tr> </table> | X Passport | Other |
| X Passport | Other | | |
| Passport Gateway Fee Per Transaction: | \$0.05 | | |

*An MPP "transaction" is a single session lasting less than twenty-four (24) hours in duration.

Passport Labs, Inc:

Provider:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
Terms and Conditions

1. Services

Passport shall perform the services in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be fully qualified, licensed as required, and skilled to perform the services. Passport warrants that it has the power to enter into and perform this Agreement and that it will at all times during the term of this Agreement be, duly organized, validly existing and in good standing under the laws of the state of Delaware.

2. Compliance with Laws and Codes

In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, county, and municipal laws, statutes, rules, regulations and ordinances. If requested by Provider while performing services at Provider's place of business, Passport will comply with Provider's dress and conduct codes and security protocols.

3. PCI Certification

For the duration of the term of this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification.

4. Product Updates

Any system-wide improvements or modifications made by Passport to the Software will, when available, be provided to Provider at no charge to Provider and will automatically be subject to the terms of this Agreement.

Provider may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the Provider pursuant to Passport's development timeline. If the Provider desires to expedite such development, Passport may, in its sole discretion, charge Provider an expedite fee of two hundred dollars (\$200.00) per development hour necessary to develop the requested features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed. If the Provider's requested features or functionality are created for the Provider's use and Passport does not plan to incorporate such requested features into the Software, Passport may, in its sole discretion, charge Provider a custom development fee of two hundred and fifty dollars (\$250.00) per hour for the development of such features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed.

In addition to or in lieu of the fees set forth in this section, the parties may establish a monthly software license or maintenance fee that will be mutually agreed between the parties in a separate written addendum to this Agreement.

5. Changes

Any changes to the scope of services provided under this Agreement shall be set forth in a written change order or amendment signed by both parties setting forth the scope of the change(s) and any applicable fees.

6. Additional Passport Services

Passport provides all of the following software platforms as part of its overall technology portfolio: mobile payments for parking, citation management, digital permits, and mobile payments for transit. Provider may request the addition of any of these platforms to the extent not provided by Passport to Provider as of the Effective Date, and any additional platforms developed by Passport from and after the Effective Date, which shall be memorialized in an addendum to this Agreement including the fees applicable to such platform(s) and any additional applicable service or legal terms.

7. Scheduled Maintenance

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Provider at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, "business hours" means Monday through Friday between 9 am 5 pm EDT. In the event that Passport determines that unscheduled maintenance is necessary, Passport will give Provider as much advance notice as is reasonably practicable, unless such unscheduled maintenance is necessitated by emergency circumstances for which it would be unfeasible or impossible to notify Provider in advance.

8. System Uptime; Billing Credits

Passport will provide the Software with uptime of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if during a given month the software uptime falls to ninety-five percent (95.0%) and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). For the purposes of this agreement, uptime is defined as any period of time during which end users of the Software can use the Software.

9. Service Levels

Subject to the uptime guarantee set forth in Section 8, Passport's sole and exclusive obligation in the event of an error or interruption of the Software is to use its best efforts to restore or repair the Software as quickly as practicable.

10. Technical Support

Provider will field all support calls and emails from end users. Passport will provide second tier technical support to end users where Provider's support representative is unable to provide a satisfactory resolution to an end user support inquiry and escalated technical support from Passport is required to resolve such inquiry. In this capacity as Provider's escalated technical support resource, Passport will provide live telephone support Monday through Friday from 9am-5pm EDT. Passport will also provide email support. All email support inquiries will be answered within two (2) hours during business hours and within twenty-four (24) hours during non-business hours. These hours apply on all Passport holidays.

11. Data Rights

This Section shall govern the rights of Passport and Provider, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Provider the rights in such data as stated in

this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://passportinc.com/privacy-policy/>.

A. Operational data is data specific to the Provider's operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction, in accordance with paragraph 26.

B. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant Provider derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Provider.

C. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information. End users of Passport's Software own PII and license it to Passport pursuant to Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion. Passport may sublicense PII to the Provider under certain conditions (including but not limited to the Provider's compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

D. Activity data is any data generated in the providing of services under this agreement by Passport to Provider and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data.

Activity data is the sole and exclusive property of Passport. Passport grants the Provider an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the Provider and only for the Provider's internal use in connection with the services provided under this agreement.

12. Privacy Policy; Terms of Use

End users' use of the Services shall at all times be governed by (a) Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/privacy-policy/>, and (b) Passport's Terms and Conditions, as they may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/terms-and-conditions/>.

13. Intellectual Property

A. Passport grants Provider a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software only for its internal business purposes for the duration of the Term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Provider in this agreement are reserved to Passport.

B. Provider will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

14. Publicity; Use of Names and Marks

Subject to the provisions of Section 19 (Confidentiality) below, the parties will have the right to publicly disclose that Passport is Provider's provider of the Software as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Provider, or reference the fact that Provider is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

15. Payment Gateway

Provider must supply a payment gateway for the payment of all fees by end users. Passport can provide payment gateway services and Exhibit B contains a list of other payment gateways supported by Passport. For any unsupported payment gateway selected by Provider, Passport will charge a two hundred and fifty dollar (\$250.00) per development hour necessary to perform necessary integrations. Provider will bear all costs associated with payment gateway services, including all per transaction costs. Provider may elect to use Passport's payment gateway at any time (which shall be reflected in a written amendment to this Agreement) at the rate of \$0.05 per transaction.

16. Payment Terms

If Passport is the Merchant of Record ("MOR"), Passport will remit the funds to Provider from the preceding month within fifteen (15) days of the conclusion of the month after netting out Passport's fees and merchant processing fees.

If Provider is the MOR, Passport will send monthly invoices to Provider for all fees payable to Passport that accrued during the preceding month. If Provider fails to remit payment according to such invoices within thirty (30) days after the date on the invoice, Passport will have the right to suspend Provider's access to the software and/or assess interest at the rate of 18% per annum on the delinquent balance, or the maximum rate permitted by state law, if lower, until such delinquent balance is paid.

17. Refunds

Passport agrees to forgo or return, as applicable, its per transaction fees for any refund granted by Provider. Provider will be responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

18. Capacity

Provider represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. Provider further represents and warrants its signatory is duly authorized to bind Provider to the terms herein.

19. Confidentiality

A. Provider and Passport agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Confidential Information") in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

- i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement;
- ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose");
- iii. Disclose the Confidential Information only to such of the receiving party's employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;
- iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and
- v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:

- i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;
- ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
- iii. It was independently developed by the receiving party without use of the Confidential Information; or
- iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party's expense, such reasonable

assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit Provider from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Provider. Provider shall make every reasonable effort to provide Passport notice of disclosure of any Confidential Information, including this Agreement, once executed.

20. Wallet Services

Provider may elect to provide parking customers with a virtual wallet (a “wallet program”). With a wallet program, parking customers would be required to prepay funds into a wallet account for the payment of future parking fees and/or transit ticket fares. Provider and Passport shall agree in advance on the minimum amount required to fund the wallet.

21. Marketing and Design Services

At Provider’s request, Passport may provide marketing and design services to Provider as value-added services to Provider in connection with the services provided under this Agreement. Provider should contact its Passport sales associate for additional details pertaining to these services. Any services selected and any applicable fees and terms will be memorialized in a written addendum to this Agreement and shall be incorporated herein by reference.

22. Cooperative Purchasing

Provider will allow any public agency located in the United States to purchase, and Passport to offer to such public agency or agencies, the Software at the same price and under the same conditions agreed upon in this Agreement without any competitive bidding on the part of such public agency or agencies, to the extent permitted by law. Each such public agency will execute its own contract directly with Passport and Provider shall not incur any responsibility—financial or otherwise—in connection therewith.

23. Force Majeure

Neither Passport nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, delays or omissions attributable to third-party vendors, suppliers, or integration partners, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

24. Disclaimer of Warranties

The Software is provided to Provider by Passport “as is” and with all faults. Provider acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the Software except as expressly provided in this Agreement. Other than as specifically set forth herein, Passport does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement.

25. Severability

If any provision of the agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement. Any court or arbitrator adjudicating the matter of the invalidity of a provision shall, to the extent permitted by law, reform any such illegal or unenforceable provision such as to give it the maximum effect.

26. Assignment

This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Provider may assign any rights, interests, or obligations hereunder without prior written consent of the other party, provided, however, that Passport may, without such written consent, assign this agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction, upon notice to Provider. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

27. Contractual Silence

To the extent this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the parties or a disagreement or conflict regarding the interpretation or construction of this Agreement arises, the parties agree to reasonably cooperate to draft a mutually agreeable amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

28. Amendments

The parties may not amend or modify this agreement except by a written instrument signed by an authorized signatory of each party.

29. Currency

Unless otherwise specified in the Agreement, all fees and other monetary amounts are in U.S. Dollars. If a currency other than the U.S. Dollar is specified, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the payment of remittance is transmitted from Provider to Passport, or vice versa, as the case may be.

30. Cooperate

If either Provider or Passport has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this agreement, the parties agree to cooperate in good faith to achieve a satisfactory resolution of such matter. If after sixty (60) days the dispute remains unresolved, the parties may pursue other remedies available at law or in equity. Notwithstanding the foregoing, either party shall have the right to immediately seek any applicable remedies available at law or in equity for a breach or threatened breach of the confidentiality obligations as set forth in Section 19.

31. Independent Contractor

Passport is an independent contractor and not an agent or employee of Provider. No agency, partnership, franchise, joint venture, or employment relationship exists between Passport and Provider. Passport's employees and agents will not be employees or agents of Provider. Passport shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including, without limitation,

all forms of insurance) withholdings, health and safety of all of its employees and agents. Provider will not be responsible or liable for any withholding taxes or contributions to state worker's compensation, unemployment or other funds or programs.

32. Limitation of Liability

In no event will Passport be liable to Provider for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of Provider's use or inability to use the Software or Passport's breach of this agreement, even if Passport has been advised of the possibility of such damages. However, nothing herein shall limit Passport's liability for direct damages arising out of its breach of this Agreement.

33. Notices

All notices, consents, and communications required hereunder shall be given in writing and delivered via electronic mail or mail, shall be deemed to be given upon receipt thereof, and shall be sent to the address below:

If to Passport:

Passport Labs, Inc.
Attn: Khristian Gutierrez
128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Fax: (888) 804-1783
khristian.gutierrez@passportinc.com

With a hard copy to General Counsel and by email to jason.Idilbi@Passportinc.com

If to Provider at the contact information provided on the "General Terms" page.

34. Waiver

Any failure or delay by Passport to enforce the provisions of this Agreement shall in no way constitute a waiver by Passport of any contractual right hereunder, unless such waiver is in writing and signed by Passport.

35. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous communications, representations or agreements between the parties, whether verbal or written, including any printed terms and conditions which may appear on either Party's purchase orders, releases, invoices or other forms to the extent such terms are different from or inconsistent with this Agreement.

36. Insurance

Passport shall carry commercial general liability insurance in amounts customary in the industry during the term of the Agreement, and provide to the Provider a Certificate of Insurance, naming the Provider as an additional insured, upon execution of this Agreement.

Exhibit B
Supported Payment Gateways

1. Authorize.net
2. Cash Net
3. Chase Paymentech (Orbital) - US / Canada
4. Converge (Elavon)
5. DataCash - United Kingdom
6. Desjardins - Canada
7. FirstData Rapid Connect
8. FIS Pay
9. Heartland
10. Internet Secure
11. Moneris - US / Canada
12. Point and Pay
13. TD Beanstream/Bambora
14. Vantiv
15. WorldPay (Securenet)

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving an agreement with Portable Computer Systems, Inc. dba PCS Mobile to purchase parking enforcement license plate recognition software and hardware

Committee Action: Approved 4-0

Fiscal Impact: \$131,241.15 Purchase with maintenance for years two and three

File Number: 18-0805

Date Introduced: January 22, 2019

FISCAL IMPACT SUMMARY

| | | | |
|---------------|--|---|--|
| COSTS | <i>Budget Neutral</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source: Parking Fund</i> |
| | <i>One-time Costs:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$120,865.15</i> |
| | <i>Recurring Costs:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$5,188 annually year 2 and 3</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: Parking Fund</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount: Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> | | |

RESOLUTION

WHEREAS, The City commissioned a parking study in 2014 to improve parking conditions in the Central Business District; and

WHEREAS, utilizing the study results; the City of Wausau parking improvement plan proposes:

1. Uniform 2 hour free parking in the area bounded by 1st to 4th Streets and Washington to Grant Streets with the retention of 15 minute stalls
2. Implementation of graduated parking fines for overtime and meter parking
3. Implementation of parking pay stations
4. Implementation of license plate recognition software
5. Modification of hourly and monthly parking fees
6. Implementation of Passport mobile parking
7. Implementation of no re-parking within the same face block
8. Development of marketing and wayfinding for the parking program
9. Implementation of electronic parking permits

WHEREAS, feedback on the plan was obtained through paper and online surveys, four Main Street stakeholder meetings, and other meetings with downtown businesses; and

WHEREAS, the Common Council approved the plan in August 2018; and

WHEREAS, your Finance Committee has reviewed and recommended the proposed agreement with Portable Computer Systems, Inc. dba PCS Mobile Inc. for the purchase of parking enforcement license plate recognition software and hardware and related maintenance for three years;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute contracts in substantial compliance with the draft attached.

Approved:

Robert B. Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 8, 2019 @ 5:15 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting

Members Excused: Kellbach

Others Present: Groat, Jacobson, Kujawa, Lindman, Mielke, Schock, Goede, Damon Phalin and Glen Speich – MSA, Cheryl Schroeder – Becher Hoppe

Discussion and possible action on approving an agreement with Portable Computer Systems, Inc. dba PCS Mobile to purchase license plate recognition software and related hardware

Rasmussen stated the license plate recognition item is part of the parking conversion as far as the enforcement mechanism.

Groat explained there are cameras and computers located within the enforcement vehicles and when the vehicle drives by a time zone parking area or a permit parking facility it is reading and recording license plates during that time. It looks at the rules of parking in that location to determine whether the license plate meets the rules. An example, when going down 3rd Street with a 2 hour parking rule, it would look at 2 hours prior to see if that plate was there 2 hours before, then it would alert the officer to issue a citation if it has exceeded the 2 hour limit. It is then synced with the enforcement ticket writer, so it uploads the plate to the ticket so the officer can efficiently issue the ticket onto the vehicle's windshield. It would record pictures of the vehicle at the time of violation and be stored and uploaded into Complus. In the case of a permitted spot in a ramp, the software would compare plates to the list of permit holders and if it is not on the list the officer would be alerted to issue a citation. She anticipated an approximate 12 week implementation.

Nutting questioned how long it would take to recover the cost of this investment. Groat stated the real benefit is the improvement and efficiency of the enforcement officers. She pointed out we will take out the gated systems in the ramps, which are at the end of their useful life, making substantially more stalls to be checked. Another gated system would cost about \$100,000 per ramp, but the pay stations are \$8,000 each, so we are saving substantial amounts of money using the license plate recognition software and pay stations.

Motion by Nutting, second by Martens to approve an agreement with PC Mobile for license plate recognition software and related hardware. Motion carried 4-0.



From: Maryanne Groat
To: Finance Committee
Date: January 3, 2019
Re: Parking Plan PSC Mobile License Plate recognition software

Attached is a copy of the proposed parking statement of work with PCS Mobile. This contract will enable license plate recognition for parking enforcement. This is a key component of the electronic parking permits and parking app.

The implementation of the license plate recognition is expected to take approximately 12 weeks. Based upon an approval date of January 8 implementation would occur in April. The Passport software would be implemented shortly thereafter with the parking pay stations installed in May.

This component of the parking plan was approved by the Common Council August 15, 2018 and has support of the downtown stakeholders.

The cost of the system is \$120,865.15 with annual maintenance of \$5,188 in years two and three. The City is piggybacking on the UW Milwaukee competitive procurement.

This item is scheduled to go to the Common Council the same evening.



Proposal

Proposal: 2 OT Sys PBPM
Customer: Wausau

On Site Server
V3

Date: 08.21.2018
Estimator: Brian Ferring

PROPOSED COST ELEMENTS - SUMMARY

| Cost Element | End User Cost | Annual Costs - Software and Maintenance | | |
|---|---------------|---|-------------|-------------|
| | | Year 1 | Year 2 | Year 3 |
| Mobile Overtime LPR and Professional Services | \$ 100,677.15 | - | - | - |
| Mobile Computing Package | \$ 15,000.00 | - | - | - |
| Genetec Advantage (Software Maintenance Agreement) - Annual Cost | \$ 388.00 | Included | \$ 388.00 | \$ 388.00 |
| Mobile Assurance Support - Annual Cost | \$ 4,800.00 | Included | \$ 4,800.00 | \$ 4,800.00 |
| Extended Warranty Option - Five Year Advance Purchase Discount | Optional | - | - | - |
| Subtotal | \$ 120,865.15 | \$ - | \$ 5,188.00 | \$ 5,188.00 |
| LPR Equipment Costs and Services- Total | \$ 120,865.15 | \$ - | \$ 5,188.00 | \$ 5,188.00 |

Alternative Procurement Option

| Cost Element | End User Cost | Monthly Subscription Cost |
|--|---------------|---------------------------|
| Monthly Subscription Cost - 60 month term. Includes all hardware, software, services, and support as proposed above | \$ 2,787.00 | |

NOTES

- 1 Upon acceptance of this Proposal, this Proposal, the Scope of Work ("SOW") and the Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between PCS Mobile ("PCS") and Customer with respect to PCS's purchase of Products and the provision of Services and, in the case of any conflict of terms between any SOW or Terms and Conditions and this Proposal, this Proposal shall control. The Agreement shall be deemed "accepted" by Customer upon either receipt from Customer of any written communication confirming this Agreement or acceptance by Customer of Products either shipped or installed by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products and/or installation of Products covered by this Agreement.
- 2 This proposal does not account for sales tax
- 3 This proposal does not include pricing for a server, one can be made available at customer request.
- 4 This proposal reflects pricing from the University of Milwaukee Purchasing contract
- 5 This proposal does not include basic installation of Security Center. Customer is currently using Version 5.7.



Proposal

Proposal: 2 OT Sys PBPM
 Customer: Wausau
 Date: 08.21.2018
 Estimator: Brian Ferring

Costs - Mobile LPR

| Item Number | Item | Item Description | Quantity | Unit Price | Extended Cost |
|------------------------------|---|---|----------|--------------|---------------|
| GSC-Base-5.7 | Genetec Security Center (GSC) Base Package | Genetec Security Center (GSC) Base Package - Version 5.7 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis™, Omnicast™, or AutoVu™ base package to enable access control, video, or LPR content respectively. | 1 | \$ - | \$ - |
| GSC-Av-S-PARKING | GSC AutoVu Standard Base Package - Parking | GSC AutoVu™ Standard Package For Parking Management. Includes Security Center Mapping for 5 Clients, List Updater and Pay-by-Plate Single. | 1 | \$ 4,845.15 | \$ 4,845.15 |
| GSC-PBPSYNC-UPG-MULTI | Upgrade to Pay by Plate Multi | Upgrade to multiple Pay by Plate systems. No need to add SINGLE | 1 | \$ 3,880.00 | \$ 3,880.00 |
| AutoVu Hardware | | | | | |
| AU-K-O2XS-850 | AutoVu SharpX Overtime Dual Base Kit | AutoVu SharpX OVERTIME Dual base KIT includes main processing unit, hard mount brackets, wiring, Built-in Navigator Kit w/GPS, Tire Cameras, high resolution LPR units and in-vehicle license. | 2 | \$ 39,091.00 | \$ 78,182.00 |
| Vehicle Software | | | | | |
| AU-M-OFFLINEMAP-NA | Mapping License | Including data for North America - Per vehicle license | 2 | \$ 485.00 | \$ 970.00 |
| Professional Services | | | | | |
| MOB-VEHINSTALL | Mobile Installation | Installation of AutoVu on Mobile Computer Assembly in each vehicle, installation of software, configuration and testing. Includes installation and configuration of Nav unit and wheel image cameras. | 2 | \$ 2,200.00 | \$ 4,400.00 |
| VID-SERVICE | Security Center Installation and Configuration | Installation of Security Center and AutoVu Module on server or hosted environment. - This is a remote service | 1 | \$ 1,500.00 | \$ 1,500.00 |
| VID-SERVICE | Custom Development | Custom development for Mobile LPR Package (ex: Zone editor, mapping, custom enforcement rules). Up to 50 lots. Includes one Pay by Plate Sync integration and one List Updater configuration. ** Does not include Pay by Plate Multi Integration services | 1 | \$ 1,500.00 | \$ 1,500.00 |
| VID-SERVICE | Custom Development Add On | Custom development for Mobile LPR Package - Additional zone configuration or Pay by Plate Integrations. **Per project scope | 1 | \$ 1,000.00 | \$ 1,000.00 |
| VID-PM | Project Management Services | Project Management for AutoVu deployment. Covers mobile deployment and fixed deployment for one garage. | 1 | \$ 1,500.00 | \$ 1,500.00 |



Proposed

Proposal: 2 OT Sys PBPM
 Customer: Wausau
 Date: 08.21.2018
 Estimator: Brian Ferring

Costs - Computing (mobile)

| Item Number | Item | Item Description | Quantity | Unit Price | Extended Cost |
|-------------------------------|----------------------------------|--|----------|-------------|---------------------|
| Hardware | | | | | |
| COM-PROD | Mobile Computing Assembly | Panasonic Toughpad FZ-G1 Dual Mode Tablet. Complete Kit. Includes 3 year warranty on the tablet, Mounting Hardware (VEHICLE MAKE AND MODEL MANDATORY AT TIME OF ORDER), Docking Station, and Vehicle Power Adapter. | 2 | \$ 6,000.00 | \$ 12,000.00 |
| NETWORK-PROD | Vehicle as a HUB Option | External Cradlepoint Modem 2.4/5.0 wifi, 802.11 ac, multi-carrier external modem, GPS, external Panorama 5-1 antenna (2 cellular, 2 wifi, 1 gps), 3 year cloud service, and hardware coverage on Cradlepoint and Panorama antenna. | 2 | \$ 1,500.00 | \$ 3,000.00 |
| Subtotal | | | | | \$ 15,000.00 |
| Hardware Costs - Total | | | | | \$ 15,000.00 |



Proposed

Proposal: 2 OT Sys PBPM
Customer: Wausau
Date: 08.21.2018
Estimator: Brian Ferring

Costs - Genetec Advantage

| Item Number | Item | Item Description | Quantity | Unit Price | Extended Cost |
|---|---------------------------------------|---|----------|------------|------------------|
| Genetec Advantage | | | | | |
| ADV-LPR-M-1Y | Genetec Advantage - Mobile | Genetec™ Advantage 1 AutoVu mobile system connection to Security Center - 1 Year | 2 | \$ 194.00 | \$ 388.00 |
| Subtotal | | | | | \$ 388.00 |
| <i>Software Maintenance Costs - Total</i> | | | | | \$ 388.00 |



Proposal

Proposal: 2 OT Sys PBPM
 Customer: Wausau
 Date: 08.21.2018
 Estimator: Brian Ferring

Costs - Annual Support

| Item Number | Item | Item Description | Quantity | Unit Price | Extended Cost |
|------------------------------------|---|--|----------|-------------|--------------------|
| Mobile Assurance Support | | | | | |
| MOB-MAMSummit | Mobile Assurance® | Any service or support that requires a PCS Mobile Mobility Specialist to work with the customer via Phone, Email, Remote, and/or at the PCS Mobile Shop to resolve issues involving the AutoVu LPR solution. Per mobile and fixed camera system. | 2 | \$ 250.00 | \$ 500.00 |
| | Mobility Summit | | | | |
| MOB-SUPPORT | Mobile Assurance® | Any service or support that requires a PCS Mobile IT Specialist to work with the customer via Phone, Email, Remote, and/or at the PCS Mobile Shop to resolve issues involving the AutoVu LPR software (i.e. Security Center or Patroller) on the server. | 1 | \$ 2,500.00 | \$ 2,500.00 |
| | Summit Server | | | | |
| MOB-MAPM | Preventative Maintenance | Optional Preventative Maintenance to include with any package. This visit includes checking and re-seating all connections, mounting hardware, testing and adjusting of hardware and software. | 2 | \$ 200.00 | \$ 400.00 |
| TRAVEL_ZONE | Travel Charge for On Site Services | Travel Cost per trip for Preventative Maintenance. | 1 | \$ 1,400.00 | \$ 1,400.00 |
| Subtotal | | | | | \$ 4,800.00 |
| LPR Support Services- Total | | | | | \$ 4,800.00 |



Terms and Conditions

Portable Computer Systems, Inc., dba: PCS Mobile

1. Agreement. These Terms and Conditions are attached to and made a part of a Proposal for the sale of Products and provision of Services pursuant to the Agreement. In the event of any conflict between the terms of these Terms and Conditions and the Proposal or SOW, the terms of the Proposal and then the SOW shall control. Any undefined terms herein shall be as defined in the Proposal or SOW.

2. Payment. Customer agrees to the pricing, costs and fee structure for the Products and any Services specified in the Proposal. Payment for any Products or Services delivered pursuant to the Proposal shall be payable in US dollars. Unless otherwise provided in the Proposal, prices do not include any state or local sales, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Customer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Customer. Customer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Customer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or Services or otherwise, to delay or cancel any or all future deliveries without liability to Customer. The obligation of PCS to deliver Products or Services shall terminate without notice upon filing of any bankruptcy proceeding by or against Customer or appointment of any trustee for Customer or any of its assets. Under no circumstances may Customer set off against amounts due PCS pursuant to the

3. Shipment. Except for Products delivered directly by PCS or its subcontractors to the Installation Site, delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Customer, until PCS or its representative commences Installation at the Installation site.

4. Acceptance of Products; Returns. All Products delivered by PCS F.O.B. as provided in paragraph 3 above shall be deemed accepted by Customer unless Customer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. All other Products shall be deemed accepted when provided by PCS and inspected by Customer and PCS at the Installation Site. Once accepted by Customer, Products provided by PCS may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered after commencement of Installation thereof pursuant hereto. If accepted for return, Products will be subject to a 20% restocking fee. Installation Services will be deemed accepted by Customer upon completion thereof (on a unit by unit basis) and performance of any punch-list items after inspection by Customer.

5. Warranties. **EXCEPT AS SET FORTH IN THIS SECTION 5, PCS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF TITLE OR AGAINST INFRINGEMENT, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE, AND CUSTOMER SPECIFICALLY WAIVES ANY AND ALL SUCH WARRANTIES WITH REGARD TO ANY PRODUCTS, WHETHER PROVIDED BY PCS OR ANY SUPPLIER. PRODUCTS ARE COVERED BY MANUFACTURER'S WARRANTY ONLY, COPIES OF WHICH WARRANTIES WILL BE PROVIDED TO CUSTOMER UPON WRITTEN REQUEST.** PCS assigns to Customer all warranties on the Products provided by PCS and accepted by Customer; and PCS shall have no obligation relating to processing claims thereunder, though PCS may assist Customer at the sole option of PCS. Customer shall look solely to Supplier with regard to warranties on Products provided by Supplier. PCS warrants for a period of one (1) year from the date of Installation that all Installation Services performed by PCS has been performed in a good and workmanlike manner in accordance with specifications provided by Customer to PCS, provided that the sole obligation of PCS shall be repair promptly any faulty Installation work. PCS shall not be responsible for any acts, omissions or faulty workmanship of any subcontractor approved by Customer, and Customer shall look solely to such subcontractor for repair of such work.

6. **LIMITATION ON LIABILITY. IN NO EVENT SHALL PCS BE LIABLE FOR ANY CLAIMS FOR LOSS OF USE, REVENUE, PROFIT OR CUSTOMER, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE ARISING OUT OF, OR CONNECTED WITH THE PRODUCTS, THE USE THEREOF, OR THE SALE THEREOF BY PCS TO CUSTOMER. FURTHER, CUSTOMER AGREES TO INDEMNIFY AND DEFEND PCS FROM ANY SUCH CLAIMS.**

7. Force Majeure. PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation war and mobilization, catastrophes of nature, strikes, lock-out, fire, import and export regulations, unavailability of communications facilities or energy sources, and other unforeseeable circumstances beyond the reasonable control of PCS.

8. Miscellaneous. This Agreement constitutes the entire agreement between PCS and Customer regarding the Products and Services, and may not be modified except by written agreement signed by the party to be charged with the modification. Customer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Customer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.

STATEMENT OF WORK



PROJECT INFORMATION

| | | | |
|-------------------|--------------------|-------------------|-------------------|
| PCS Proposal No: | 19599/1 | Date: | 12/17/2018 |
| Customer Name: | City of Wausau, WI | Project Location: | Wausau, Wisconsin |
| Customer Contact: | Kristin Sorenson | Sales Contact: | Brian Ferring |

This Statement of Work is delivered pursuant to the acceptance of the Purchase Proposal for two (2) Genetec AutoVu Automatic License Plate Recognition (ALPR) Solutions installation, setup, service and support (the Agreement) entered and between the Customer and PCS Mobile.

This Statement of Work shall be incorporated by reference in the Terms and Conditions and become a part of the Contract upon acceptance by the Customer. In the event of any conflict between the terms and conditions of this Statement of Work and the Agreement shall control.

Per direction, the ALPR deployment and implementation will encompass three phases as defined by the City;

Phase 1: The City intends to update signage on all applicable streets and roadways delineating the two (2) hour free parking rule being put in place however this has not been implemented. Currently, all original parking rules are still in place. The project is expected to be implemented in 2019 however a timeline has yet to be defined.

Phase 2: Purchase, install, configure and start using the 2 Genetec AutoVu ALPR solutions listed to enforce the 2 hour parking rule on roadways. This phase will also include integration Complus for ticketing. To be completed in Q4 2018 – Q1 2019.

Phase 3: Purchase and install the T2 Paystations and Passport pay by phone application. Designate and assign permit parking for the City's ramps, garages and parking lots. Integrate Genetec AutoVu Pay by Plate Multi application and configure with the City's designated systems. To be completed in Q2 2019.

INSTALLATION SERVICES APPROACH

PCS MOBILE will provide services for the following phases of work, as applicable for each project:

- Project Management
- Deployment
- Close Out

PROJECT MANAGEMENT SERVICES

Project Management Services will include the following items and tasks associated with installing the Genetec AutoVu ALPR Solution:

- Develop and Deliver Detailed Project Plan. Work with the City to refine the plan and complete within 3 weeks after contract signed.
- Participate in and lead if required, project meetings including a project kick-off and subsequent periodic meetings as required and/or at the request of the Customer.
- Implementation Schedule development, periodic monitoring and reporting as required.
- Communicate status of the project through periodic biweekly written progress reports as specified and documented in the Kick-Off Meeting agenda and notes. Additionally a biweekly conference call may be initiated to facilitate additional communications between PCS Mobile's Service team and the City.
- Develop and Manage a project "punch-list" as may be required.
- Planning and management of project logistics, including delivery of equipment and management of installation schedule.
- Employ PCS Mobile's Quality Control Monitoring system and periodic quality assurance reviews of all installation work.
- PCS Mobile is to receive from the City a map of the parking areas in the downtown area that includes the specific business rules that apply to each section and incorporate that into the project plan

Project Management Services Deliverables shall include:

- Initial Project Schedule with any applicable updates
- Project meeting notes including progress reports as required
- Periodic Quality Control check verification as delineated in the Project Schedule

Customer Deliverables to the PCS Mobile Project Management team include:

- A current list of all vehicles designated for installation work
- A list of customer designated personnel who have been assigned project responsibilities to be delivered at the project Kick-Off meeting. These responsibilities may include but not be limited to:
 - review and written acceptance of completed work,

- prepping, provisioning and scheduling vehicles for installation work,
- scope revision/change order requests and approvals,
- approval of mounting locations,
- designation of and providing access to Customer facilities to include escorts as required,
- designate primary and secondary points of contact for project management communications,
- coordinate the training of customer staff.

DEPLOYMENT SERVICES

PCS MOBILE will provide the following Deployment and Installation Services:

- Phase 2 Installation and setup of two (2) Genetec AutoVu Automatic License Plate Recognition (ALPR) mobile systems on an existing Genetec Security Center platform, in accordance with the manufacturer's recommended installation guidelines and current industry best practices.
- Installation, which will happen on the City's existing Genetec Security Center platform, setup and configuration of the required AutoVu software. This service includes but is not limited to; Installation and setup of applicable software on the designated server, installation, setup and custom configuration of AutoVu on Security Desk, installation, setup and configuration of AutoVu Patroller on the designated in vehicle MDC, configuration of hotlists, and pay by plate integrations as required.
- Have Genetec Security Center and AutoVu mapped out with Permit Zones in accordance with the attached map as provided by the City, with detailed explanation of the different permit zones to properly identify cars for ticketing.
- Utilization of PCS Mobile's Quality Control Monitoring system. Written checklists will be completed for each vehicle installation and reviewed with the previously aforementioned designated customer personnel for approval and sign off.
- Final testing, cleaning and adjustment of all installed equipment.
- Phase 3 Integration of Genetec AutoVu Pay by Plate Multi application with customer designated payment systems when they become available.
 - This includes:
 - Complus – Interface to and from Autovu for citation tickets. Integrate ticketing vendor with automated interface that sends all appropriate fields of information to Complus so that Complus can manage the billing.
 - T2 Paystations – Interface to AutoVu with pay station system that allows citizens to pay for parking. Work with T2 to define interface specifications, test and implement.
 - Passport – Integrate with passport cloud/web solution that allows citizens to pay for parking and buy short and long term permits. Work with Passport to define interface specifications, test and implement.
- Set up at user privileges for at least 2 Patrol Lieutenants IDs and configure system to allow LTs to manage hotlists and other tools for license plates and vehicles of law enforcement interest.

Installation Parameters and Customer Preparation Requirements

- The customer will be responsible for relocating any existing equipment in the vehicle to make space available for the new Genetec equipment. The Patroller control unit will require approximately 15"x20" of open space with clearance for appropriate ventilation. If a proper space is not made available prior to our technicians' arrival, PCS Mobile will work with the agency to relocate any equipment however the customer be charged a base rate of \$65.00 per hour for this service plus any applicable travel and expenses incurred due to the delay.
- PCS Mobile will install each ordered mobile ALPR Solution in the vehicle designated by the customer. Should the customer require the ALPR solution to be moved or relocated to a different vehicle following the initial, approved installation, a change order will be required. This may incur additional installation and equipment costs. A written proposal for any additional costs will be prepared for and written approval required prior to the commencement of the additional work.
- PCS Mobile will install the equipment in accordance with the manufacturers recommended installation guidelines. When specific instructions or guidelines are not available from the manufacturer, PCS Mobile will employ current industry best practices for installation.
- All wiring and cabling will be routed through protective grommets when required to prevent chafing and will be dressed appropriately when exposed. All electrical connections will be made using solder and heat shrink when applicable.
- Power wiring will be routed in accordance with industry best practices to a power distribution unit (PDU) either in the trunk or the vehicles console. If connections are not available at the PDU or console, power wiring will be connected at the battery for 12V constant and ground, and at the ignition harness for ignition sensing.
- As these installation(s) require direct electrical connections, connector fabrication and wiring; cable ends to be temporarily exposed while being routed and connected. PCS Mobile requests that an enclosed garage or work bay with suitable electrical power and lighting be made available for our technicians to perform the installation(s).
- PCS Mobile requests the customer have fleet mechanical personnel available to answer questions that typically arise during

equipment installations. This will facilitate a smooth installation and prevent delays.

- PCS Mobile will make every effort to notify the customers designated representative of the anticipated completion schedule for approvals however with any work project issues may arise creating the potential for brief delays. We would greatly appreciate your representative remain flexible and keep open communications with the installation team.

Installation Services Team deliverables include:

- A completed, tested and approved vehicle installation in accordance with the vehicle designs and manufacturers' standard recommendations for installation.
- PCS Mobile provides a one-year warranty on labor and workmanship. Please check with your PCS Mobile representative for details.

Customer Deliverables for the installation phase include:

- Acceptance and receipt of delivered equipment shipped prior to installation. Customer shall designate the location and a point of contact for delivery acceptance.
- Access to vehicles and facilities for installation work as agreed upon, with schedule and access parameters as determined during the Kick-Off meeting.
- 120-volt power for installation work.
- Vehicles must be designated Out of Service for duration of the installation.

CLOSE OUT SERVICES

PCS MOBILE will provide the following historical documentation at Project Closeout:

- Written documentation of the vehicle unit number(s) and all associated equipment installed by PCS Mobile, including applicable computer and equipment serial numbers (may also be included on the applicable Work Order if required).
- Individual work orders including installation checklists and wiring diagrams for each vehicle.
- Manufacturer's operation manuals.
- Manufacturers' maintenance manuals and requirements.
- Software licenses.
- Training documentation and materials for User and Administrator reference and follow on training.

TIMEFRAME

PCS Mobile endeavors to deploy technicians onsite for installation approximately two (2) to three (3) weeks following the delivery of all designated ALPR system equipment and accessories to the Customer's location. Customers located within 250 miles of a PCS Mobile office may elect to have the equipment shipped to and stored with PCS prior to installation commencing. Please speak with your PCS Mobile representative for details.

TRAINING SERVICES

PCS Mobile will provide the following training services on site and remotely as required:

- Onsite – one, half day session
 - Train the Trainer – Operational personnel to include Supervisory and Enforcement Personnel
 - PCS requests class size be limited to 3 "trainers" so each participant obtains maximum benefit from the material as the bulk of the training is conducted in the vehicle.
 - Subjects include:
 - Patroller Operation Theory and Use
 - In-Vehicle Training
 - Patroller Training Exercise Checklist
 - PCS requests a suitable classroom be provided with a PowerPoint projector and screen so maximum benefit may be obtained.
 - Train at least 2 Patrol Lieutenants to manage hotlists and other tools for designating and/or locating license plates and vehicles of law enforcement interest within the system.
- Remote – one, half day session
 - Train the Trainer – System Administrator, Command Staff
 - Administrative operations in Security Center (Security Desk and Configuration Tool).
 - Reports in Security Desk
 - Updates

- Considerations and Requests
 - PCS requests a roster of students attending be provided prior to commencement
 - Every attempt to train personnel registered but not present for training will be made however this will be considered outside of the original scope of work. An approved Change Order may be required. Please consult with your PCS Mobile representative for additional information.
 - Test(s)
 - Training Survey
 - Trainees who fail to meet the minimum score for successful completion will be provided further training and tutoring as time allows.

The training timeline will be addressed and scheduled in Project Kick-off Meeting.

MAINTENANCE AND SUPPORT SERVICES

MANUFACTURER’S WARRANTIES

The Products purchased carry specific warranty terms and conditions. As part of PCS Mobile’s Mobile Assurance program, we will assist the customer in facilitating Return Maintenance Authorizations (RMA) should a component require repair. PCS will assist with the initial diagnosis of the issue and contacting the appropriate manufacturer. PCS will track the repair however the customer is responsible for any associated shipping costs that may be required. Additionally, PCS is not responsible for the cost of any repairs not covered under the manufacturers warranty.

The Services provided herein by PCA Mobile are intended to be for the convenience of the customer and in addition to and separate from any Warranties that are provided solely by the Manufacturer.

SERVICE DESCRIPTIONS

- Help Desk: PCS Mobile provides a customer help desk. Every effort is made to answer calls as they are received however should all available personnel be assisting other clients, you may leave a voicemail message for the service team. The service team will return your call as soon as the appropriate technician is available.
- PCS also has a dedicated email address for service issues; support@pcsmobile.com
- Additionally, PCS Mobile’s Service Team Web Portal is available 24/7 and automatically generates a service ticket and notification to our team.
- Our Help Desk commitment during normal business hours is as follows:
 - calls, emails or tickets on the web portal before noon; the PCS Mobile Help Desk will respond by end of business that day.
 - calls, emails or tickets on the web portal after noon, PCS Mobile Help Desk will respond before noon the following business day.
- PCS Mobile is here to provides diagnostics to determine the source of your problem and addresses unlimited concerns and questions. Should you feel you are not receiving support as promised, please contact your PCS Mobile Representative or Corporate Office for assistance.
- Upon completion of the initial deployment, your Genetec AutoVu ALPR solution is configured for your specific application requirements and is ready to go to work. However, as time progresses things happen. We understand requirements change and operations are modified so as part of your Mobile Assurance Service and Support package, PCS will provide up to four (4) hours per year of configuration change assistance regardless of complexity.
- PCS Mobile will also schedule and install software and firmware updates from the Manufacturers. We will verify the system works after being updated including integrations, plug-ins on the server, updates on the cameras and the patroller vehicle. If required, PCS Mobile will provide training on these changes as well.
- As a Mobile Assurance customer you are granted unlimited access to the PCS Mobile Service Portal. Trouble tickets can be initiated and tracked at your convenience in the portal allowing you to focus on operations.

EXCLUSIONS

- On-site services.
- Maintenance of the customer’s internal or external IT infrastructure including, but not limited, to the customer’s network infrastructure and servers.

AVAILABILITY RESTRICTIONS

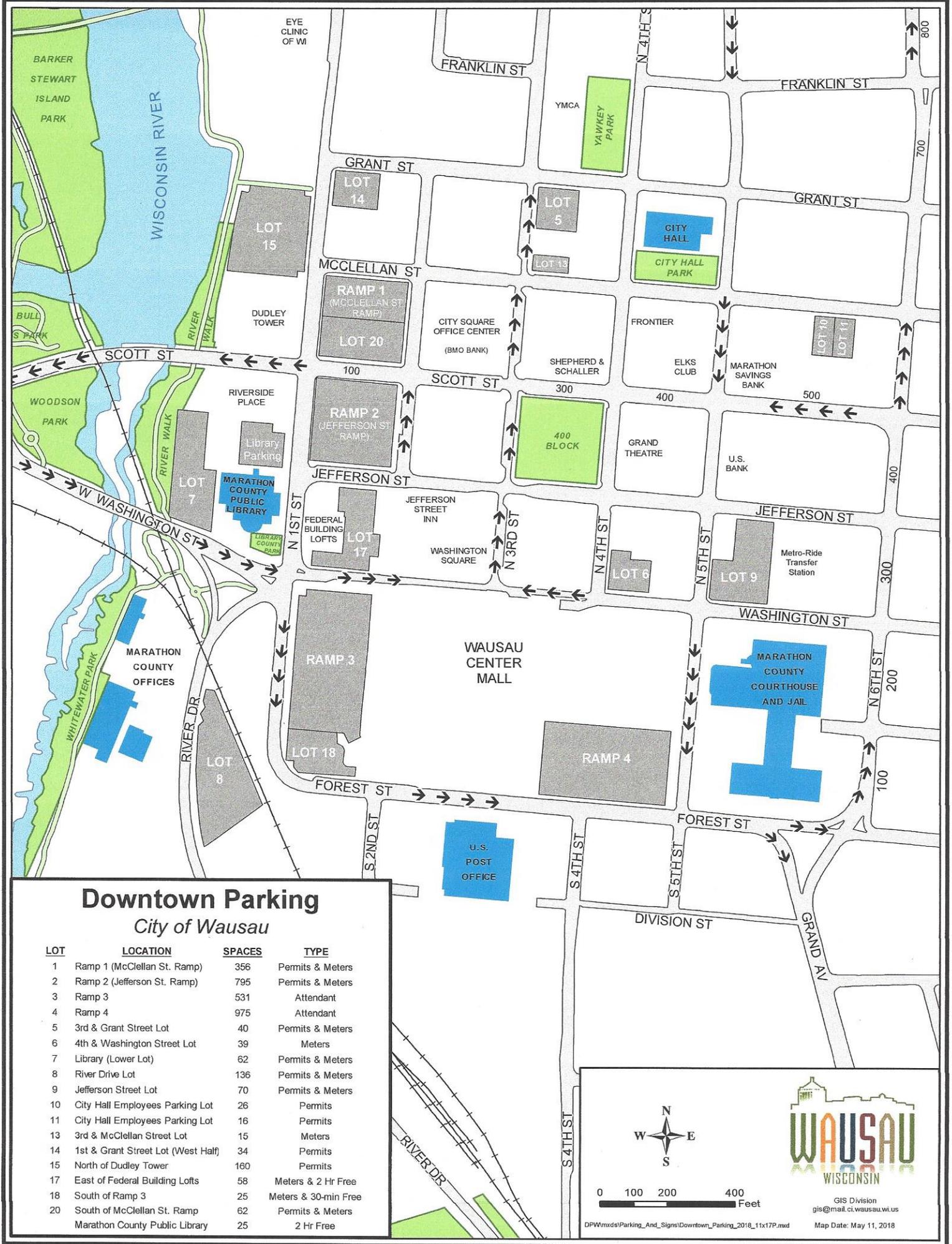
Service will not be available on the following holidays, unless otherwise indicated:

SOW

New Year's Day Memorial Day Independence Day
Labor Day Thanksgiving Day after Thanksgiving
Christmas

SERVICE REQUESTS

The Customer may place service requests with PCS Mobile by phone, email, or through the PCS Mobile Service Portal. PCS requests defining two (2) or three (3) authorized representatives of the Customer that are responsible for making requests.



Downtown Parking City of Wausau

| LOT | LOCATION | SPACES | TYPE |
|-----|------------------------------------|--------|----------------------|
| 1 | Ramp 1 (McClellan St. Ramp) | 356 | Permits & Meters |
| 2 | Ramp 2 (Jefferson St. Ramp) | 795 | Permits & Meters |
| 3 | Ramp 3 | 531 | Attendant |
| 4 | Ramp 4 | 975 | Attendant |
| 5 | 3rd & Grant Street Lot | 40 | Permits & Meters |
| 6 | 4th & Washington Street Lot | 39 | Meters |
| 7 | Library (Lower Lot) | 62 | Permits & Meters |
| 8 | River Drive Lot | 136 | Permits & Meters |
| 9 | Jefferson Street Lot | 70 | Permits & Meters |
| 10 | City Hall Employees Parking Lot | 26 | Permits |
| 11 | City Hall Employees Parking Lot | 16 | Permits |
| 13 | 3rd & McClellan Street Lot | 15 | Meters |
| 14 | 1st & Grant Street Lot (West Half) | 34 | Permits |
| 15 | North of Dudley Tower | 160 | Permits |
| 17 | East of Federal Building Lofts | 58 | Meters & 2 Hr Free |
| 18 | South of Ramp 3 | 25 | Meters & 30-min Free |
| 20 | South of McClellan St. Ramp | 62 | Permits & Meters |
| | Marathon County Public Library | 25 | 2 Hr Free |



GIS Division
gis@mail.ci.wausau.wi.us
Map Date: May 11, 2018

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

| | |
|--|------------------|
| RESOLUTION OF THE FINANCE COMMITTEE | |
| Approving Acquisition of 1107 Cleveland Avenue | |
| Committee Action: | Approved 4-0 |
| Fiscal Impact: | \$62,000 |
| File Number: | 02-1005 |
| Date Introduced: | January 22, 2019 |

| FISCAL IMPACT SUMMARY | | | |
|-----------------------|--|---|---|
| COSTS | <i>Budget Neutral</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| | <i>Included in Budget:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Budget Source:</i> TID #6 |
| | <i>One-time Costs:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</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</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | |

RESOLUTION

WHEREAS, Thomas Street from 4th Avenue to the Wisconsin River Bridge is proposed to be reconstructed in 2019; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired MSA Professional Services to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, MSA Professional Services completed an appraisal of 1107 Cleveland Avenue and on November 27, 2018, your Finance Committee approved the Offering Price Report and directed staff to make an offer to the property owner; and

WHEREAS, the appraised offering amount of \$114,100 was presented to the property owner on December 18, 2018; and

WHEREAS, the property owner indicated he would like to retain his business and work with the City on obtaining adjoining Parcel 29, which is owned by the City, and remnant lot Parcel 28; and

WHEREAS, on January 8, 2019, your Finance Committee approved the amount of \$62,000, which includes costs for a temporary limited easement (\$564), cost to cure for Parcel 29 (\$34,410), cost to cure for remnant lot Parcel 28 (\$5,940), and cost to cure for asphalt for a new parking area to comply with City code (\$21,000); and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 1107 Cleveland Avenue.

Approved:

Robert B. Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 8, 2019 @ 5:15 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting

Members Excused: Kellbach

Others Present: Groat, Jacobson, Kujawa, Lindman, Mielke, Schock, Goede, Damon Phalin and Glen Speich – MSA, Cheryl Schroeder – Becher Hoppe

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 - on accepting the counteroffer for Parcel 27 – 1107 Cleveland Avenue for Phase II of the Thomas Street Reconstruction Project

Motion by Nutting, second by Martens to convene in Closed Session. Roll Call Vote: Ayes: Smith, Nutting, Martens and Rasmussen. Noes: 0. Motion carried unanimously.

**** Reconvened into Open Session to take action on Closed Session items. ****

Discussion and possible action on accepting the counteroffer for Parcel 27 – 1107 Cleveland Avenue for Phase II of the Thomas Street Reconstruction Project

No open session discussion.

Motion by Smith, second by Martens to accept the counteroffer of \$62,000 for 1107 Cleveland Avenue. Motion carried 4-0.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE- Alternate Offer

lpa1895 08/2011 (Replaces DT1895)

THIS AGREEMENT made and entered into by and between **Beese Enterprises, LLC** hereinafter called **SELLER**, and the **City of Wausau**, hereinafter called **BUYER**. **If accepted, this offer can create a legally enforceable contract.** Both parties should read this document carefully and understand it before signing.

SELLER and **BUYER** agree that **BUYER** is purchasing this property for transportation purposes within the meaning of Wis. Stats.

SELLER warrants and represents to **BUYER** that **SELLER** has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the **BUYER** is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The **SELLER** agrees to sell and the **BUYER** agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in **Marathon County, Wisconsin: 5 sq. ft. of land and 1,191 sq. ft. of Temporary Limited Easement: see attached legal description.**

The purchase price of said real estate shall be **Sixty Two Thousand and 00/100, (\$62,000.00)** payable as follows: **at closing.**

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and Lien release from Abby Bank.

Legal possession of premises shall be delivered to **BUYER** on date of closing.

Occupancy of property shall be given to **BUYER** on closing, **SELLER** may not occupy property after closing, unless a separate lease agreement is entered into between **BUYER** and **SELLER**.

SPECIAL CONDITIONS: Seller retains remaining property and building. Seller is receiving compensation to cure damages to construct an Asphalt driveway from Thomas St. to rear parking area (as shown on Map attached) of Business to satisfy City Zoning Code, to be completed by June 30, 2020 or 60 days after project completion as stated by written notice from the City of Wausau. Seller will Purchase City Owned Parcel 29, see attached Legal description and Remnant Parcel from Parcel 28.

This agreement is binding upon acceptance by **BUYER** as evidenced by the signature of an authorized representative of **City of Wausau**. If this agreement is not accepted by **BUYER** within **30** days after **SELLER's** signature, this agreement shall be null and void.

SELLER and **BUYER** agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.

The warranties and representations made herein survive the closing of this transaction. SELLER agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

Witness Signature

Print Name

Date

Seller Signature

Date

Justin Beese dba Beese Enterprises, LLC

Print Name

Seller Signature

Date

Print Name

The above agreement is accepted.

Date

Signature

Robert Mielke

Print Name

City of Wausau, Mayor

Title

Note: Must be signed by administrator or an authorized representative.

ADMINISTRATIVE REVISION- ALTERNATE OFFER

lpa1592 08/2011 (Replaces LPA3038)

| | | | |
|--|------------------------------------|---|---|
| Property type Improved Commercial Property | Property net size 5,663 sq. ft. | Fee acquired 5 sq. ft. and 1,191 sq. ft. of Temporary Limited Easement | Other interests Fee, Temporary Limited Easement, Severance Damages |
|--|------------------------------------|---|---|

Brief description of size, shape, effect of acquisition on property:

This 5,663 SF property is improved with a ground floor retail store plus 2 Apartments on the second floor. This property is 5,663 sq. ft. Fee Acquisition of 5 SF is needed, and 1,191 SF of Temporary Limited Easement is needed for Demolition of the building on adjoining parcel. Property in the After condition will significantly be impacted due to loss of parking. In the Before Condition, there is direct access off Cleveland Ave, in the after condition, the road will be realigned and there will not be access, except from the Alley. Accessing the parking area will be impacted significantly.

COMPARISON OF DAMAGES

| Item | Offering Price | Owners Appraisal | Administrative Revision |
|----------------------------|------------------|------------------|-------------------------|
| Appraiser Name | Calvin Hettwer | | |
| Before Value | \$160,000 | | |
| After Value | \$46,550 | | |
| Land | \$30.00 | | \$30.00 |
| Improvements | \$10.00 | | \$10.00 |
| Severance Damages | \$113,410 | | |
| Temporary Limited Easement | \$564.00 | | \$564 |
| Cost To Cure- Parcel 29 | | | \$34,410 |
| Cost to Cure -Remnant | | | \$5,940 |
| Cost To Cure-Asphalt | | | \$21,000 |
| TOTAL DAMAGES | \$114,014 | | \$62,000 |

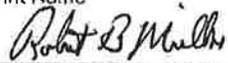
This Revision/Alternate offer is made to owner as a way to cure damages, resolve access issues, and provide a monetary benefit for loss from project impact. The owner may choose original offer or Alternate Offer.

Subject property is appraised at \$160,000 in the Before Condition. The After Condition value is \$46,550. Damages of \$113,450 are attributed to loss of direct access and parking. The appraised offer amount of \$114,100 was presented to owner on December 18, 2018. Owner stated he would like to retain his business and work with the City on obtaining adjoining Parcel 29 (Owned by City) and Remnant lot Parcel 28. Parcel 29 is 6,534 SF less 799 SF for FEE = 5,735 SF. Similar commercial property is valued at \$6.00 SF. This property would be valued at \$34,410. The Remnant Parcel 28 is valued at \$5,940. Asphalt for new parking area for Building to comply with City Code was estimated at \$21,000. Other project Costs associated with Acquisition is a 1,191 SF Temporary Limited Easement for \$564.00 and FEE for \$30.00. Plus a \$10.00 Improvement cost. It is MSA's Recommendation to offer \$61,954 rounded to \$62,000 to Owner for acquisition and Cost to Cure to own Parcel 29, own Remnant Parcel 28, and have money for improvements for Asphalt to meet Code. See Attachments.

| | |
|--------------------------------------|-------------------------|
| Administrative Revision \$62,000 | |
| Approved Offering Price \$114,000 | |
| Variance Amount \$52,000 less | Percent Increase n/a |

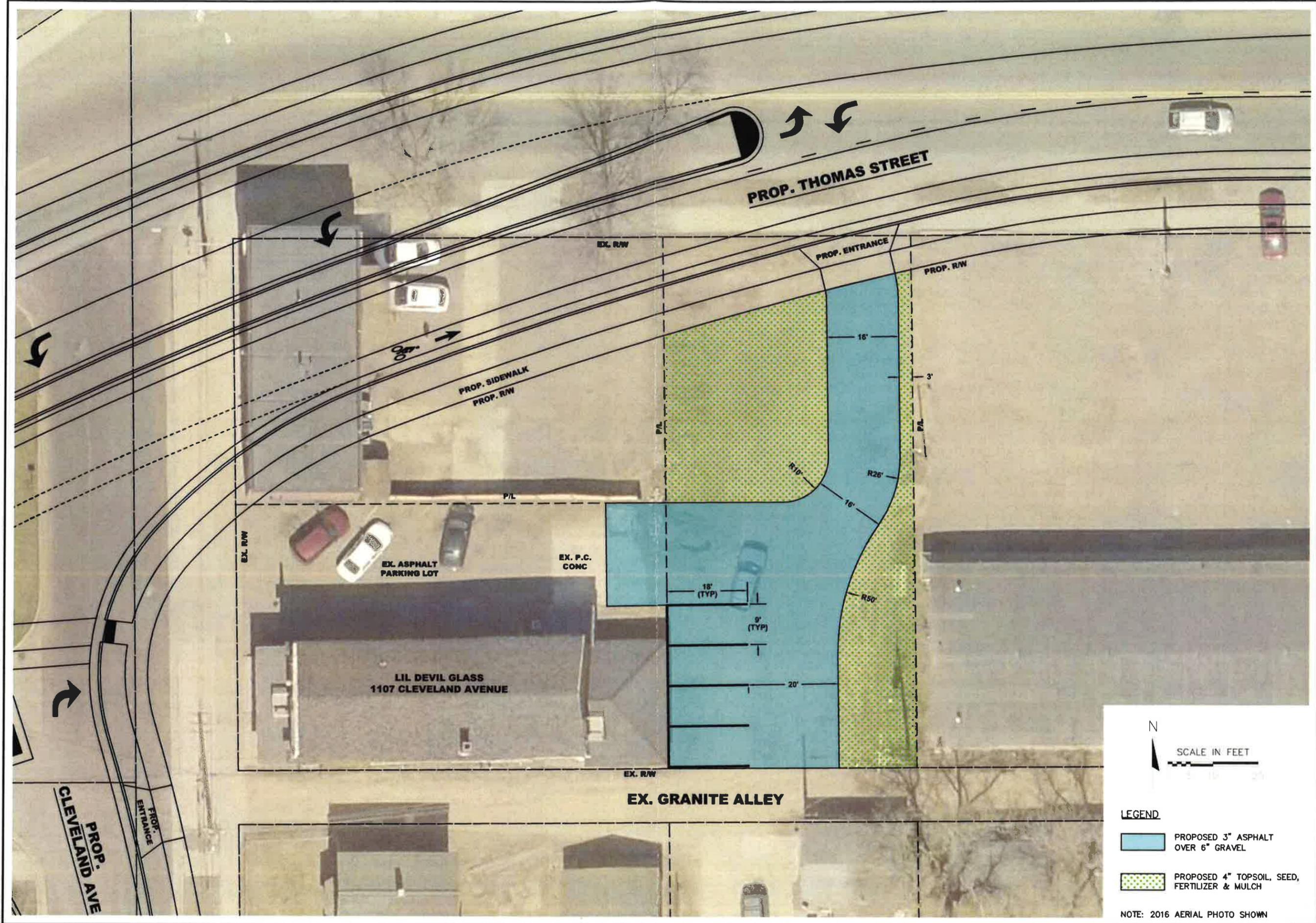
 1-9-19
 Negotiator Signature Date

GLENN SPEICH
 Glenn Speich
 Print Name

 1-9-18
 Approving Authority Signature Date

Robert Mielke
 Print Name- City of Wausau, Mayor

C:\Engineering\DWG\PROJ\1036\DWG\LilDevils_Layout.dwg, 12/17/2018 12:01:55 PM, City of Wausau - Engineering Department, Plotted by: J.D. VanBoxel



- LEGEND**
- PROPOSED 3" ASPHALT OVER 6" GRAVEL
 - PROPOSED 4" TOPSOIL, SEED, FERTILIZER & MULCH

NOTE: 2016 AERIAL PHOTO SHOWN

CITY OF WAUSAU
 Engineering Department
 407 GRANT STREET WAUSAU, WI. 54403-4783
 (715) 261-6740 FAX (715) 261-6759

SURVEYED BY: AECOM
 FIELD BOOK NO. PG
 DESIGNED BY: A.M. WESLOWSKI
 DRAWN BY: J.D. VANBOXEL
 APPROVED BY: ERIC LINDMAN
 POINT FILE:

REVISIONS
 J.D. VANBOXEL

DATE
 12/17/2018

ISSUED FOR
 PRELIMINARY REVIEW/ APPROVAL
 BIDDING/CONST. REC. REF. DWG.
 OFFICE USE

LIL DEVIL GLASS
 1107 CLEVELAND AVENUE
 CONCEPTUAL PARKING LOT LAYOUT
 2019 THOMAS STREET RECONSTRUCTION

SHEET NO.
1
 OF 1 SHEETS
 FILE NUMBER
18-12-17

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

| RESOLUTION OF THE FINANCE COMMITTEE | |
|---|------------------|
| Approving the budget modification for Tax Increment District Number Six for Professional Services related to Street Tree Planning | |
| Committee Action: | Approved 4-0 |
| Fiscal Impact: | \$45,000 |
| File Number: | 18-1109 |
| Date Introduced: | January 22, 2019 |

| 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: Other Departmental Line Items</i> |
| | <i>One-time Costs:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: \$45,000</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</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | |

RESOLUTION

WHEREAS, the project plan for Tax Increment District Six provides for Street Improvements and Streetscape within the district and ½ mile boundary, and

WHEREAS, the Engineering Division of Public Works issued an RFP for services related to surveying the street trees within the district and 1/2mile boundary, developing a street tree planting plan and specification, preparing bid documents and providing planting inspection services; and

WHEREAS, the City received two proposals and the Board of Public Works recommended award at an estimated cost of \$45,000 for such service; and

WHEREAS, the expenditure period for Tax Increment District Six expires May 10, 2020, and an analysis of the district shows financial capacity for the proposed professional services and future planting; and

WHEREAS, the Finance Committee has reviewed and recommends the following budget line item increase:

144-344998230 Street Improvements \$45,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Robert B Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 8, 2019 @ 5:15 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting

Members Excused: Kellbach

Others Present: Groat, Jacobson, Kujawa, Lindman, Mielke, Schock, Goede, Damon Phalin and Glen Speich – MSA, Cheryl Schroeder – Becher Hoppe

Discussion and possible action regarding budget modification for Street Tree planting project Tax Increment District Number Six

Rasmussen stated two proposals were submitted with two different sets of pricing, which were in their packets. She questioned whether the project will be managed by Engineering and DPW or by the Parks Department. Groat stated it will be managed by the Engineering Department.

Martens questioned why one proposal estimates 700 hours of work and the other one estimates 245 hours. Lindman stated it was pretty clear in the RFP that we were estimating 20 – 25 hours a week for approximately 900 – 1,000 total hours throughout the duration of the project; and therefore, we felt 245 hours was very low given our inventory. There would be some extensive work required as well as site work.

Smith questioned if TID #6 had funds to pay this \$45,000. Groat responded that the district can afford the project and we feel this will also be a great pilot project for the city, which in future years as districts are coming to a conclusion we can do it in other TID's. Street trees from a financial standpoint have not been a priority for the city and there is a lot of evidence that shows a healthy canopy increases the value of a community in a multitude of ways.

Motion by Martens, second by Nutting to approve the budget modification for Street Tree planning in TID #6.
Motion carried 4-0.



From: Maryanne Groat
To: Finance Committee
Date: January 3, 2019
Re: Budget Modification Tax Increment District 6

The expenditure period of Tax Increment District 6 will be ending in 2020. City staff issued an RFP for street tree planting in Tax Increment District Number Six and the half mile boundary. This proposal requested services to inventory the existing street tree stock within the district and ½ mile boundary and develop a planting proposal which would be bid in 2019 and 2020. To develop planting specifications to ensure the trees proposed will be successful and are planted using best practices. To monitor the planting to ensure they comply with the bid specifications.

The City received two proposals. The Board of Public Works recommends offering the contract to Jason Polley. The costs associated with the project would be TID 6 eligible expenses. The estimated cost associated with the planning and monitoring is expected to be \$45,000.

The Parks Department and City Forester support the proposal to improve the urban forest in Tax Increment District Number Six, the method of execution and using contracted services to accomplish the project.

We are requesting to increase the TID #6 2019 budget by \$45,000 to fund this activity. The attached cash flow indicates the district can afford the project.

TAX INCREMENT DISTRICT NUMBER SIX FUND

MISSION:

To fund public infrastructure within the District, and assist with development and redevelopment of the area which is located along the Interstate I-39 corridor with the northern border as County Road U and Thomas Street as the southern border.

RESPONSIBILITIES:

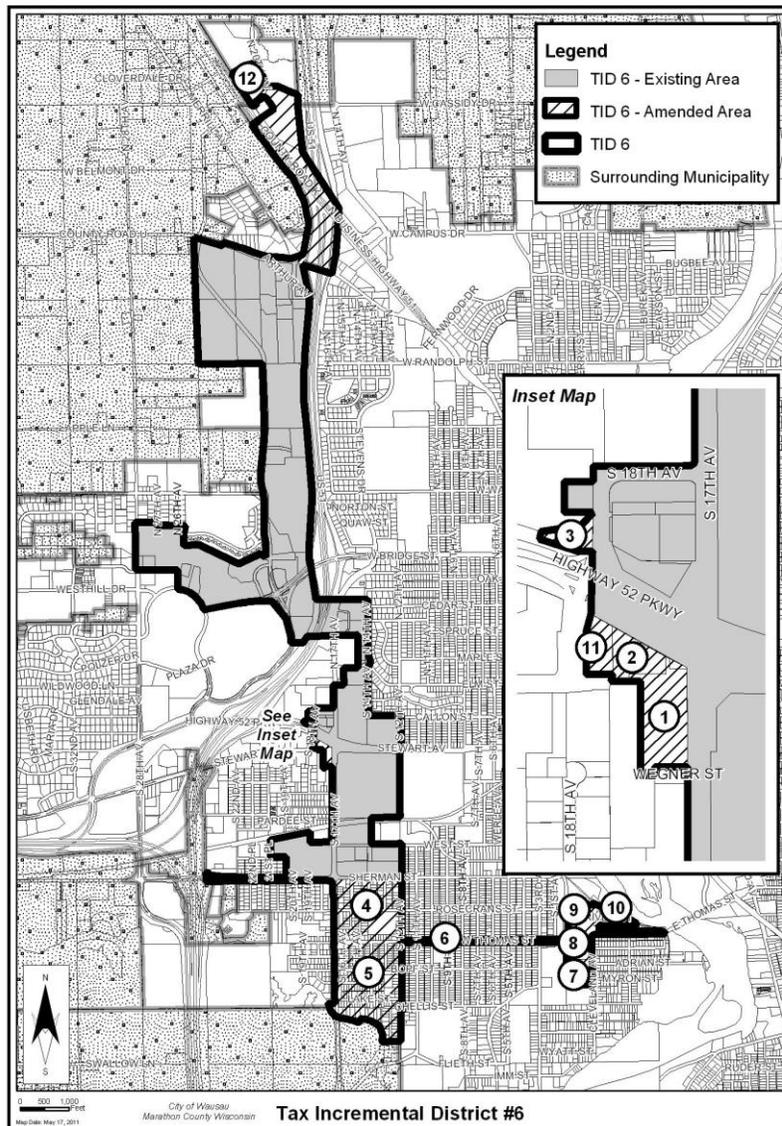
This fund accounts for the receipt of district increment, and other program income generated from the project. These funds are applied to debt service and other eligible capital costs.

DISTRICT FACTS:

Creation Date: May 11, 2005

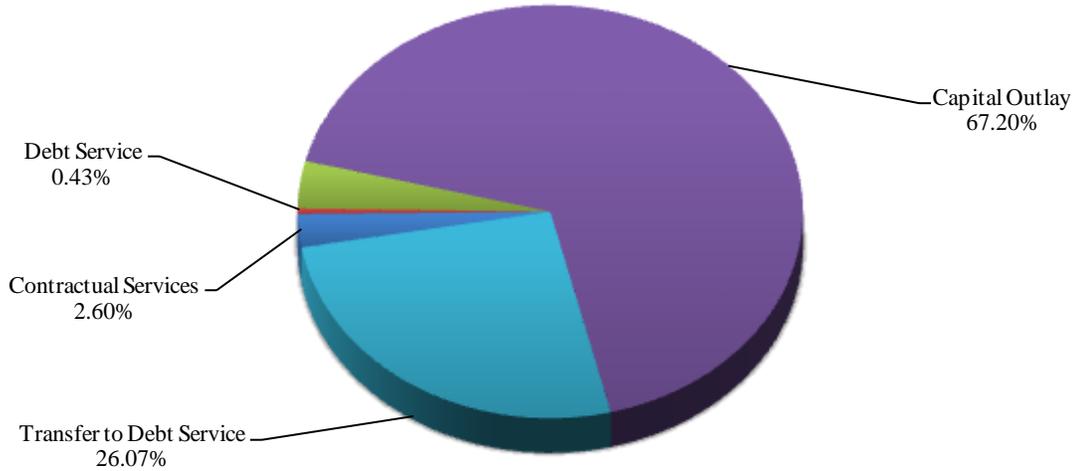
Last Date Project Costs Incurred: May 10, 2020

Mandated Final Dissolution Date: May 10, 2025



TAX INCREMENT DISTRICT NUMBER SIX FUND

BUDGET:



| BUDGET SUMMARY | | | | | | | | |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|
| | 2016 | 2017 | 2018 | | | 2019 | | |
| | Actual | Actual | Adopted Budget | Modified Budget | Estimated Actual | Department Request | Executive Recommended | Adopted |
| Contractual Services | \$ 135,343 | \$ 345,863 | \$ 200,150 | \$ 200,150 | \$ 200,150 | \$ 210,150 | \$ 210,150 | \$ 210,150 |
| Debt Service | 36,082 | 19,055 | 35,000 | \$ 35,000 | 35,000 | 35,000 | 35,000 | 35,000 |
| Grants & Contributions | 20,843 | | - | - | | 299,000 | 299,000 | 299,000 |
| Capital Outlay | 3,079,193 | 4,522,471 | 4,329,349 | 4,910,880 | 4,489,349 | 5,435,000 | 5,435,000 | 5,435,000 |
| Transfer to Debt Service | 497,031 | 970,744 | 1,456,932 | 1,456,932 | 1,668,604 | 2,108,865 | 2,108,865 | 2,108,865 |
| Total Expenses | \$ 3,768,492 | \$ 5,858,133 | \$ 6,021,431 | \$ 6,602,962 | \$ 6,393,103 | \$ 8,088,015 | \$ 8,088,015 | \$ 8,088,015 |
| Taxes | \$ 1,584,082 | \$ 1,646,554 | \$ 2,013,517 | \$ 2,013,517 | \$ 2,377,867 | \$ 2,790,787 | \$ 2,790,787 | \$ 2,790,787 |
| Public Charges | 35,011 | 36,015 | - | - | 20,000 | 20,000 | 20,000 | 20,000 |
| Miscellaneous | 37,019 | 32,722 | 25,700 | 25,700 | 15,671 | 319,914 | 319,914 | 319,914 |
| Other Financing Sources | 4,515,000 | 3,826,672 | 3,400,000 | 3,400,000 | 3,386,000 | 3,945,000 | 3,945,000 | 3,945,000 |
| Total Revenues | \$ 6,171,112 | \$ 5,541,963 | \$ 5,439,217 | \$ 5,439,217 | \$ 5,799,538 | \$ 7,075,701 | \$ 7,075,701 | \$ 7,075,701 |

BUDGET HIGHLIGHTS AND ORGANIZATIONAL CHANGE:

The 2019 budget anticipates capital projects outlined in the cash flow statement along with debt retirement and a developer payment for the Blender development agreement. The debt payment related to the 2018 debt issue is an estimate.

TAX INCREMENT DISTRICT NUMBER SIX FUND

DISTRICT OBLIGATIONS:

The District is currently retiring six general obligation note issues.

- 2010A General Obligation Note financed Sherman Street 17th Avenue to 22nd Avenue.
- 2011A General Obligation Note financed a variety of infrastructure projects.
- 2012B General Obligation Note financed a portion of 12th Avenue reconstruction and water and sewer replacement.
- 2013A Financed Westwood Drive and the County Highway U four lane expansion construction.
- 2016A General Obligation Note financed the Thomas Street Land Acquisition
- 2017A General Obligation Note financed Thomas Street and Plaza Avenue Construction

| | Original Amount Borrowed | Repaid | Balance 12/31/2018 |
|-------------------------------|--------------------------------|-------------|-----------------------|
| 2005A General Obligation Note | \$1,539,475 | \$1,539,475 | \$0 |
| 2010A General Obligation Note | \$400,000 | \$320,000 | \$80,000 |
| 2011A General Obligation Note | \$1,244,970 | \$873,180 | \$371,790 |
| 2012B General Obligation Note | \$700,000 | \$430,000 | \$270,000 |
| 2013A General Obligation Note | \$2,065,000 | \$1,065,000 | \$1,000,000 |
| 2016A General Obligation Note | \$4,515,000 | \$1,050,000 | \$3,465,000 |
| 2017A General Obligation Note | \$3,615,000 | \$470,000 | \$3,145,000 |
| | \$14,079,445 | \$5,747,655 | \$8,331,790 |

| Schedule of Maturities | | | |
|------------------------|-------------|-----------|-------------|
| | Principal | Interest | Total |
| 2019 | 1,374,740 | 205,137 | 1,579,877 |
| 2020 | 1,313,930 | 177,342 | 1,491,272 |
| 2021 | 1,288,120 | 150,301 | 1,438,421 |
| 2022 | 1,185,000 | 117,950 | 1,302,950 |
| 2023 | 1,155,000 | 79,375 | 1,234,375 |
| 2024 | 995,000 | 42,525 | 1,037,525 |
| 2025 | 1,020,000 | 12,625 | 1,032,625 |
| | \$8,331,790 | \$785,254 | \$9,117,044 |

DISTRICT VALUATIONS:

| YEAR | EQUALIZED VALUATION | PERCENTAGE CHANGE |
|------|------------------------|----------------------|
| 2005 | \$17,932,100 | - |
| 2006 | \$39,655,100 | 121.14% |
| 2007 | \$42,219,200 | 6.47% |
| 2008 | \$51,835,100 | 22.78% |
| 2009 | \$54,884,200 | 5.88% |
| 2010 | \$58,568,400 | 6.71% |
| 2011 | \$67,791,800 | 15.75% |
| 2012 | \$114,664,700 | 69.14% |
| 2013 | \$122,149,700 | 6.53% |
| 2014 | \$136,362,600 | 11.64% |
| 2015 | \$138,977,200 | 1.92% |
| 2016 | \$138,440,700 | -0.39% |
| 2017 | \$163,350,300 | 17.99% |
| 2018 | \$182,937,300 | 11.99% |

TAX INCREMENT DISTRICT NUMBER SIX FUND

OUTSTANDING CITY DEVELOPER OBLIGATIONS:

The Common Council authorized the execution of a developer grant with Blenker Companies for the development of vacant lots along the Thomas Street corridor. The City will provide a forgivable loan in the amount of \$299,000 and the developer will construct nine buildings with an aggregate value of at least \$2,250,000. The City will convey the parcels for \$1.

CASH FLOW PROJECTIONS:

TID #6 CASH FLOW PROJECTIONS

| Year | USES OF FUNDS | | | | | SOURCES OF FUNDS | | | | Annual Surplus (Deficit) | Cumulative Balance |
|------------------|------------------------------|---------------------------|--|-------------------------|-------------------------|------------------|---------------------------------|-------------------|-------------------|-----------------------------|-----------------------|
| | Total Annual Debt Service | Future Debt Retirement | Administrative, Organization, & Discretionary Costs | Developer Incentives | Capital Expenditures | Other Income | Special Assessment Income | Debt Proceeds | Tax Increment | | |
| ACTUAL | | | | | | | | | | | |
| 2005 | | | \$82,793 | | \$1,362,222 | \$14,567 | | \$1,539,475 | | \$109,027 | \$109,027 |
| 2006 | \$185,737 | | \$14,395 | | \$327,530 | \$3,615 | | | | (\$524,047) | (\$415,020) |
| 2007 | \$178,803 | | \$18,028 | | \$76,024 | \$73,470 | | | \$449,635 | \$250,250 | (\$164,770) |
| 2008 | \$188,711 | | \$56,664 | \$183,962 | \$203,833 | \$37,998 | \$30,896 | | \$520,672 | (\$43,604) | (\$208,374) |
| 2009 | \$187,783 | | \$12,276 | \$553,595 | \$984 | \$34,058 | \$7,678 | | \$730,190 | \$17,288 | (\$191,086) |
| 2010 | \$192,133 | | \$29,845 | | \$360,870 | \$61,464 | \$7,134 | \$400,000 | \$858,034 | \$743,784 | \$552,698 |
| 2011 | \$243,819 | | \$31,929 | \$257,466 | \$455,652 | \$62,465 | \$8,405 | \$1,244,970 | \$991,225 | \$1,318,199 | \$1,870,897 |
| 2012 | 390,527 | | \$30,329 | \$340,876 | \$1,948,737 | \$90,268 | \$5,483 | \$700,000 | \$1,059,794 | (\$854,924) | \$1,015,973 |
| 2013 | 557,757 | | \$43,797 | \$455,939 | \$3,496,673 | \$135,209 | \$73,155 | \$2,065,000 | \$955,238 | (\$1,325,564) | (\$309,591) |
| 2014 | \$769,690 | | \$44,120 | \$571,777 | \$315,483 | \$98,478 | \$104,853 | | \$1,176,485 | (\$321,254) | (\$630,845) |
| 2015 | \$703,182 | | \$152,588 | \$294,311 | \$300,311 | \$108,501 | \$39,605 | | \$1,507,029 | \$204,743 | (\$426,102) |
| 2016 | \$497,031 | | \$174,790 | \$141,032 | \$3,086,671 | \$127,910 | \$38,472 | \$4,515,000 | \$1,620,763 | \$2,402,621 | \$1,976,519 |
| 2017 | \$1,211,244 | | \$178,464 | \$75,000 | \$4,689,869 | \$571,902 | \$38,342 | \$3,615,000 | \$1,613,164 | (\$316,169) | \$1,660,350 |
| ESTIMATED | | | | | | | | | | | |
| 2018 | \$1,668,604 | | \$235,150 | | \$4,489,349 | \$35,670 | | \$3,386,000 | \$2,377,868 | (\$593,565) | \$1,066,785 |
| 2019 | \$1,579,877 | \$528,988 | \$245,150 | \$299,000 | \$5,435,000 | \$339,914 | | \$3,945,000 | \$2,790,787 | (\$1,012,314) | \$54,471 |
| 2020 | \$1,491,272 | \$1,237,989 | \$18,000 | | | \$89,657 | | | \$2,616,768 | (\$40,836) | \$13,635 |
| 2021 | \$1,438,421 | \$1,238,485 | \$18,000 | | | \$89,657 | | | \$2,616,768 | \$11,519 | \$25,154 |
| 2022 | \$1,302,950 | \$1,238,103 | \$18,000 | | | \$89,657 | | | \$2,616,768 | \$147,372 | \$172,526 |
| 2023 | \$1,234,375 | \$1,236,938 | \$18,000 | | | \$90,282 | | | \$2,616,768 | \$217,737 | \$390,263 |
| 2024 | \$1,037,525 | \$1,239,854 | \$18,000 | | | \$84,961 | | | \$2,616,768 | \$406,350 | \$796,613 |
| 2025 | \$1,032,625 | \$1,236,773 | \$18,000 | | | \$84,961 | | | \$2,616,768 | \$414,331 | \$1,210,944 |
| TOTAL | 16,092,066 | 7,957,130 | 1,458,318 | 3,172,958 | 26,549,208 | 2,324,664 | 354,023 | 21,410,445 | 32,351,492 | | |

2018

| | |
|--|--------------------|
| Thomas Street Phase 1 & 2 Land Acquisition | \$3,185,000 |
| Land Acquisition 1st Avenue | \$40,000 |
| Design and other Contractual Services | \$275,000 |
| 1st Avenue Design | \$225,000 |
| U/K - Final DOT Payment | \$120,626 |
| Stewart Ave and 17th Final DOT Payment | \$33,168 |
| Other Street Improvements | \$125,000 |
| Callon Street 6th Ave to 12th Ave | \$485,555 |
| | <u>\$4,489,349</u> |

2019

| | |
|------------------------------------|--------------------|
| Thomas Street Phase 2 Construction | \$2,135,000 |
| Riverfront Improvements | \$800,000 |
| Westside Streetscape | \$300,000 |
| Other Street Improvements | \$550,000 |
| 1st Avenue Reconstructions | \$1,650,000 |
| | <u>\$5,435,000</u> |



CITY OF WAUSAU REQUEST FOR PROPOSALS

2019 TREE AND LANDSCAPE PROFESSIONAL SERVICES – TID #6 & ½ MILE BOUNDARY

(A) PURPOSE

The City of Wausau is requesting proposals from an experienced urban forester or urban landscape designer to perform a tree inventory, provide assistance with construction specification writing, prepare RFP's for proposed tree planting, and review landscape designs for the city street reconstruction projects. The location of the work will be within TID 6 and its ½ mile boundary.

(B) SCOPE OF WORK

The consultant shall provide, at a minimum, the following work:

1. Review and update the existing tree inventory within TID 6 and the ½ mile boundary of TID 6. (Map attached.)
2. The city uses Tree Keeper software by Davey's to maintain our tree inventory.
3. Prepare an RFP for proposed tree removal and tree planting within TID 6 and the ½ mile boundary.
4. Work with the City Engineer to update the city's street tree specifications which are used for city street reconstruction projects.
5. Review 2019 landscape designs prepared by outside consultants for work proposed within the TID 6 boundary.
6. Review the 2019 street reconstruction landscape plans for streets within the ½ mile boundary of TID 6.
7. Inspection of tree planting in the spring and fall of 2019 within the ½ mile boundary of TID 6.

(C) SCHEDULE

The consultant should anticipate providing these services from January 2019 thru November 2019.

(D) QUALIFICATIONS OF PERSONNEL

The consultant must identify and outline the qualifications of the individual(s) who will perform and/or oversee the work. Minimum qualifications:

1. B.S. Degree in Forestry.
2. Minimum of 10-years work experience in forestry related field. 6-years of experience working in urban environments maintaining trees and other urban landscaping.
3. Experience performing tree inventories within urban environments.
4. Experience writing construction specifications related to tree and landscape plantings in urban environments.
5. Experience with construction inspection and oversight of tree and landscape installation in urban areas.
6. Experience with Tree Keeper software.

(E) COSTS

Proposals submitted in response to this RFP should include the hourly rate for services and an estimated number of hours. These hourly rates shall be inclusive of a vehicle, liability insurance and any equipment necessary to complete the work. No payment shall be considered for mileage or fuel on this project.

The consultant should anticipate an average of 20-25 hours per week. However, as outlined, the work load during the duration of the project may dictate less than 25 hours per week depending on schedules and weather for construction activities. Appropriate work hours will be monitored and reported to the Engineering Department on a bi-weekly basis or as deemed appropriate by the City Engineer.

(F) PROPOSAL SUBMITTAL DEADLINE

Qualifications and experience of personnel to complete the scope of work shall be submitted by 12:00 pm on Wednesday, January 2, 2019. Please submit these via email to eric.lindman@ci.wausau.wi.us. If qualifications and experience are not provided by the deadline, proposals may not be considered by the Board of Public Works.

Submit one hard copy and one electronic copy of the proposal marked "2019 Tree and Landscape Professional Services" to Wausau City Hall, Engineering Office, 407 Grant Street, Wausau, Wisconsin 54403, by 1:00 p.m. on January 3, 2018. Proposals will be opened at the Board of Public works at 1:30 p.m. on January 3, 2018.

(G) SCORING CRITERIA

The selection of the consultant will be based upon:

- Personnel qualifications and experience with similar work proposed (60%)
- Cost (40%)

The City may elect to set up an interview prior to making a final decision.

(H) SELECTION

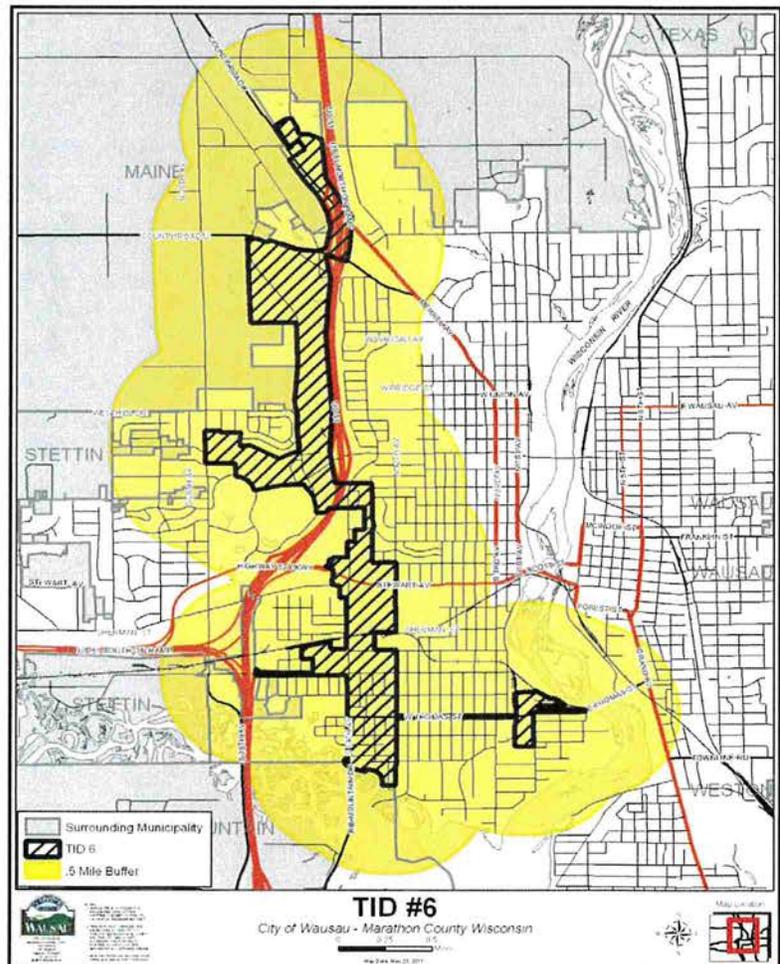
The City will review and score the RFP's. A recommendation will be made at the Board of Public Works.

(I) CONTACT PERSON

Questions about the RFP or the project should be directed to Eric Lindman, Director of Public Works & Utilities, (715) 261-6740 or email eric.lindman@ci.wausau.wi.us.

The City reserves the right to reject any or all of the proposals submitted for this project.

Proposal for 2019 Tree and Landscape Professional Services-TID #6 & ½ Mile Boundary



Jason T. Polley

Jason.t.polley@gmail.com

715-791-9088

12/30/2018

December 18, 2018

Eric Lindman – Director of Public Works & Utilities
City of Wausau
407 Grant St.
Wausau, WI 54403-4783

Re: Proposal for 2019 Tree and Landscape Professional Services-TID #6 & ½ Mile Boundary

Dear Mr. Lindman,

Investment into our urban forest sustainability encourages the social, economic and well-being of a community. Preservation, maintenance, and improved urban forest health through diversity is vital to promoting sustainability. Preservation and maintenance are best achieved by working with contractors, city staff and homeowners to help educate and inspect contracted work with the goal to protect boulevard trees from root damage, residual trunk damage and improve plant structure. Promoting species diversity and survival of new plantings through sound planting specifications will improve overall urban forest health. It is with accurate inventory data and a current urban forestry management plan that allows managers to make appropriate new planting decisions.

I am proud to be a forester that has helped implement sound urban forestry management plans that have added to improved urban forest health and sustainability. In reviewing my qualifications, you will find I have a Bachelor's of Science degree in Natural Resources with an emphasis in Forestry Administration and Utilization. My past work experience includes working within the private sector as well as the public sectors of city, county and tribal forestry departments. I have a combined forestry work experience of over 10 years with 8 plus years specifically working within urban forestry. I have professional experience as a Forester, Arborist/Tree Inspector as well as experience assisting other department supervisors in advancing sustainable forestry initiatives. I believe my experience working with tree inventories, planting projects and boulevard tree preservation will be an asset to this project.

The enclosed proposal includes my qualifications as the project leader, scope of services, schedule and fee. My scope and fee are based off the scope of work outlined in your RFP. I am open to negotiation and refinement of scope and fees. If you have questions or desire additional information, please contact me directly at (715) 791-9088 or Jason.t.polley@gmail.com

Sincerely,

A handwritten signature in black ink that reads "Jason Polley". The signature is written in a cursive, flowing style.

Jason Polley, ISA Certified Arborist

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PROJECT UNDERSTANDING/SCOPE OF WORK

- I understand that the goal of the project is to establish a fully stocked TID 6 district including the ½ mile buffer. In addition, establish planting and tree preservation guidelines for street reconstruction projects.
- I also understand the importance of an accurate urban forestry inventory to help aid in decision making and implementing the City of Wausau's Urban Forestry Management Plan. Davey Treekeeper is a program that I have extensive experience with. This program is what I used while working for the Minneapolis Park and Recreation Board.
- I understand that after identifying available planting spaces, needed tree removal/replacements and appropriate tree species for set plantings, a tree planting RFP will be developed to secure a contractor for a fall 2019 and Spring 2020 planting. During contractor plantings, inspection will be necessary to determine compliance.
- I understand that street tree preservation and planting specifications will be updated or developed to be used for future street reconstruction projects.
- I understand there are current and future landscape reconstruction plans that would require review.

PROJECT APPROACH/SCHEDULE

TASK 1 | DEVELOP CITY OF WAUSAU TREE SPECIES LIST & PLANTING SPECIFICATIONS

(January-March)

- Identify goals within the City of Wausau's Urban Forestry Management Plan or current management philosophy (Diversity, Canopy Closure)
- Tree size vs. Boulevard width
- Tree species list (large and small trees)
- Spacing requirements from public infrastructure (Gray infrastructure vs. Green space)
- Plan for future and current pest problems (Asian Longhorn Beetle, Emerald Ash Borer, Dutch Elm Disease)
- Determine minimum acceptable caliper for newly planted trees
- Identify any special planting projects or areas requiring specific tree species or larger caliper tree plantings
- Determine acceptable planting types (Balled & Burlap, potted, bareroot)

TASK 2 | REVIEW EXISTING INVENTORY

(February)

- Adjust fields within Davey Treekeeper as needed (planting project, description, etc.) to provide accurate inventory recording and establish new planting projects
- Coordinate with City Forester to implement established 2019 spring planting plans with TID 6

TASK 3|CANVASS TID 6 DISTRICT & ½ MILE BUFFER

(February-November)

- Verify or update existing inventory
- Identify available planting spaces and assign appropriate species following newly updated City of Wausau Planting Specifications
- Work with city staff to identify current tree removals and establish removal criteria

TASK 4|SETUP FALL 2019 & SPRING 2020 PLANTING

(July-August)

- Work with city staff to prioritize planting locations within the district depending on available planting budget

TASK 5|DEVELOP & ADVERTISE RFP FOR FALL 2019 & SPRING 2020 NEW PLANTING PROJECTS & COMPLETE FALL PLANTING

(July-November)

- RFP will be advertised for a minimum of three weeks prior to September planting
- Monitor planting contractor for compliance

TASK 6|REVIEW CURRENT & FUTURE RECONSTRUCTION LANDSCAPE PLANS

(January-AS NEEDED)

- Develop Tree Preservation Specifications
- Monitor and document root damage & residual construction damage
- Identify required construction tree removals

COST ESTIMATE/TIMELINE

Hourly Rate: \$50.00/hour

Hourly rate is based on the described scope of services as outlined and includes hourly rate, vehicle usage and liability insurance.

Project Completion Timeline: 700-900 hours. The accuracy of the current tree inventory will dictate the number of hours needed.

QUALIFICATIONS/SIMILAR WORK EXPERIENCE

Minneapolis Parks and Recreation Board (MPRB)– Tree Inventory using Davey TreeKeeper, Planting Specifications

- MPRB maintained the City's tree Inventory using Davey TreeKeeper. As a Tree Inspector I was required to maintain the inventory daily.
- MPRB adopted an Emerald Ash Borer Management Plan that will remove all of the public Ash Trees over 8 years. An extensive tree planting program was also implemented as part of the Urban Forest Management Plan. My forestry district planted approximately 2000 trees annually. All the districts together planted 10,000 trees annually. When planting trees I followed specific planting specifications set forth by the MPRB.
- As a Tree Inspector I selected the appropriate species for the tree plantings following the management plan. The goal of the MPRB was to diversify the urban forest (no more the 10% of any one species within a neighborhood) and select the largest species for each growing space to promote future canopy closure. I also selected tree species based on specifications for city infrastructure near each growing space (buildings, signage, intersections, utilities, etc.)
- Sidewalk reconstruction throughout the city – I worked in cooperation with the Forest Preservation Coordinator during sidewalk reconstruction. I was responsible for communicating with the contractors to minimize root damage on existing boulevard trees, monitor and assess any damage to the root systems and document any damage in Davey TreeKeeper. I was also responsible for monitoring the trees following construction for any growth issues.

Davey Tree – Davey TreeKeeper, Imprelis Work

- Davey Tree Expert Company was granted the DuPont contract to monitor and asses tree damage as a result of DuPont Imprelis pesticide lawn applications. I was responsible for meeting with property owners, assessing the damage to nearby trees and documenting the damage within Davey TreeKeeper. This project was part of my job responsibilities for two years.

Jason T. Polley

Page 1-3

3566 Martin Rd
Kronenwetter, WI 54455
(715) 791-9088
jason.t.polley@gmail.com

Education

University of Wisconsin-Stevens Point (UWSP)
Bachelors of Science Degree
Major: Forestry Administration and Utilization

Work Experience

2014- 2018 Minneapolis Park and Rec. Board (MPRB) Minneapolis, MN

Arborist/Tree Inspector

- Efficiently document and edit tree inventory data using Tree Keeper software.
- Monitor sidewalk reconstruction for urban forest preservation.
- Plant trees in parks, along parkways, boulevards, and other city properties.
- Conduct hazardous tree inspections based on soil conditions, defects and decay.
- Diagnose tree pest and disease infections while providing the public with treatment options.
- Provide tree care advice and information to City of Minneapolis patrons daily.
- Prune trees to maintain tree health and improve structure following ISA standards.
- Perform hazardous and condemned tree removals ranging in diameter to over 50 inches.
- Trained member of The Minneapolis Emergency Response Team.
- Maintain safe working conditions with crew members and the public.
- Communicate effectively with fellow crew members, MEO's and supervisors.
- Operate heavy machinery including; truck and trailer, chipper, loader, aerial bucket truck.

2010- 2014 Davey Tree Expert Company Eden Prairie, MN

Arborist/Foreman

- Supervise the work of tree crews to ensure high standards and safety.
- Conduct hazardous tree inspections based on soil conditions, defects and decay.
- Prune trees to maintain tree health and improve structure following ISA standards.
- Provide plant health care to diagnose and treat a variety of tree diseases and pests.
- Administer fertilizer and pesticide treatments.
- Provide tree care advice and information to customers daily.
- Perform hazardous tree removals, and bracing.
- Operate heavy machinery including; line dump truck, chipper, loader, aerial bucket truck.
- Perform contracted DuPont Imprelis tree inspections and document damage.

2008- 2010 Interpoll Laboratories, Inc. Circle Pines, MN

Environmental Technician

- Assist field Engineers when performing EPA Stationary Source Testing.
 - Inspect the condition of test vehicles including testing equipment to ensure regulations and safe operations are met.
 - Maintain records required for compliance with all state and federal rules and regulations.
-

2007- 2007 Oneida County Forestry and Parks Department Rhinelander, WI

Limited Term Employment (LTE) Forester

- Mapped recreation trails within 82,000 acres of County Forest land using aerial photos, GPS, and ArcGIS 9.1 software.
- Delineated cover types within the County Forest using ArcGIS and field surveys.
- Cooperated with WIDNR foresters to inventory northern hardwood stands and develop forest management plans including forest protection (fire and disease), while implementing BMPs.
- Identified diseased and hazardous trees.
- Marked mixed hardwood and conifer forest stands for harvest.
- Located and marked forest stands boundaries.
- Scaled cut forest products and developed timber sale reports.
- Prepared reports for wetland delineation, timber inventory, and habitat typing.

2006 – 2006 Lac du Flambeau Tribal Forestry Department Lac du Flambeau, WI

Forestry Intern

- Performed forest inventory surveys, data analysis and developed scientific reports.
- Marked mixed hardwood and conifer stands for harvest.
- Identified diseased and hazardous trees.
- Located and marked forest stands boundaries.
- Scaled cut forest products and developed timber sale reports.
- Created wildlife habitat and erosion control along wetland corridors using a bull dozer.
- Assisted in the application of pesticides.
- Helped maintain irrigation at tribal gardens.

2005 – 2005 New London Parks and Recreation New London, WI

Urban Forestry Intern

- Completed projects within the scope of the WIDNR Urban Forestry Grant.
- Coordinated with city park crew to complete and update nature trail and identify invasive plants and tree removals.
- Developed nature trail map and brochure.
- Member of the New London Tree Board.
- Assisted with the completion of New London Tree Specifications Manual.
- Wrote public service announcements informing the community of forestry issues.

2000 – 2003 Drax Wireless Inc. Madison, WI

Linesman/Project Foreman

- Managed and trained several diverse crews of five to ten linesmen.
- Supervised work for private, state and federal contracts.
- Installed telecommunication systems for leading wireless companies on rooftops, water tanks, monopoles, self-supporting and guide-wire towers.
- Supervised multiple subcontractors.
- Communicated with vendors to insure proper parts and equipment for all build outs.
- Completed required documentation including safety checklists, bills, and order forms.
- Maintained a perfect safety record.

1999 – 2000 Drax Wireless Inc. Madison, WI

Linesman

- Installed cellular communication systems.
- Worked efficiently with crew members to complete day to day operations.

Additional Field Experience

- 600+ hours MPRB Detailed Arborist Crew Leader
- Member of MPRB Forestry Safety Committee 2018
- Attended MN Shade Tree Short Course 2009-2018
- Volunteer for the City of Shakopee's Arbor Day tree sale.
- Attended WIDNR Cultural Resource Training (2007).
- Attended WIDNR Northern Hardwoods Prescription Training (2007).
- Attended Wisconsin Arborists Association summer workshop (2005).
- Completed the 2005 Treehaven training program, which consisted of field experience in;
 - forest measurements
 - land surveying
 - water testing
 - soil conservation and watershed inventory
 - plant identification and wildlife management
 - aerial photography

Skills and Qualifications

- Professional written and oral communication skills.
- Excellent organization skills.
- Proficient leadership and supervisory skills.
- Skilled at using GPS (Trimble, Garmin, Lowrance) units and related software.
- Proficient with Davey Tree Treekeeper Software
- Computer skills include GIS software (ArcGIS 9.1), and Microsoft Office programs.
- Experience with ATV's, watercrafts, chainsaw, farm machinery and heavy machinery such as; Bobcat skidder, Kubota tractor, John Deere 550 bulldozer

Certifications

- MN DNR Certified Tree Inspector #20103893
- ISA Certified Arborist #MN-4504A
- ACRT Urban Forestry Training Certified
- Minneapolis Parks and Rec Annual 8 Hour AWAIR/OSHA Safety Training Course
- MN Dept. of AG Certified Pesticide Applicator #20130274
- State of MN issued Class A CDL
- American Red Cross Certified First Aid & CPR



Corporate Headquarters

1500 North Mantua Street

P.O. Box 5193

Kent, Ohio 44240-5193

330.673.5685

Toll Free 1.800.828.8312

Fax 330.673.0860

Lee Mueller, CF

SAF Certified Forester

ISA Certified Arborist 414-8A

Tree Risk Assessment Qualified

MI Registered Forester 46043

Cell: 248.221.0439

December 28, 2018

Eric Lindman
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

RE: Proposal—2019 Tree and Landscape Professional Services

Dear Mr. Lindman:

Davey Resource Group, Inc. “DRG” is pleased to provide you with this proposal, which describes, in detail, our approach to your project. Our team has crafted this project scope based on the city’s RFP and our understanding, based on our previous experience with the City, of your urban forest management goals. We understand that this project is a priority for city staff, leadership, and the residents of your community, and our proposal has been structured to best meet your community’s particular needs and expectations.

DRG has the experience and qualifications to successfully complete this project. We have a full complement of professional arborists and college-educated foresters—and can expand our complement to meet tight deadlines, if necessary.

Davey Resource Group, Inc. “DRG,” formerly known as Davey Resource Group, a division of The Davey Tree Expert Company, has an unmatched legacy in the tree care business. Since 1990, Davey Resource Group has completed over 1,000 municipal forestry projects across the nation. No other company has done as many tree inventories or master plans as Davey Resource Group.

If you need any additional information or clarification on the enclosed proposal, please feel free to contact me directly at 248-221-0439 or Lee.Mueller@davey.com

Sincerely,

Lee Mueller, CF



Proposal for:

Tree and Landscape Professional Services

Proposal Date: January 2019

Prepared for:

City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

Prepared by:

Lee Mueller, Project Developer
Davey Resource Group, Inc.
1500 North Mantua Street, Kent, Ohio 44240
C. 248.221/0439/TF. 800.828.8312



"Innovations through Solutions and Expertise"

Introduction

Urban trees are a valuable resource that provide economic, environmental, and social benefits. Quality of life in cities is enhanced when we have a canopy of trees shading our homes and streets, mitigating stormwater effects, provide energy savings, and improving property values. As forests in developing regions become more fragmented through urbanization and development, we lose a significant amount of the ecosystem services that forests provide -- from wildlife habitat and aesthetic enjoyment to flood control and clean air. When trees are properly managed, communities can rely on the environmental, economic, and aesthetic benefits provided by the urban and community forest for years to come.

Unlike other components of Wausau's public infrastructure, the tree population, with proper management and care, increases in value with each passing year. Wausau's TreeKeeper® system demonstrates that these trees provide a collective \$2,254,231.75 annually. In an effort to to sustain its existing canopy, enhance community tree population, and manage impacts to trees from construction, the city is taking proactive measures to secure a professional arborist to support the city's forestry program.

With the city's tree inventory and a variety of pending street maintenance and construction projects that may affect community trees, the city wishes to contract with a professional arboricultural company to provide consulting services within the area known as TID 6 and a ½-mile buffer. In particular, the city is looking for assistance with:

- Review and update the existing tree inventory housed within TreeKeeper®;
- Prepare an RFP for tree removal;
- Prepare an RFP for tree planting;
- Update the city's street tree specifications for street reconstruction projects;
- Review 2019 landscape designs;
- Review 2019 street reconstruction landscape plans; and
- Inspect 2019 tree planting efforts.

Davey Resource Group, Inc. "DRG" has provided expert consulting to a wide variety of clients, including municipalities, parks, cemeteries, golf courses, utilities, and the private sector. We have inspected and assessed well over 4 million trees while conducting more than 1,000 tree inventory projects. Our urban forestry consultants include International Society of Arboriculture (ISA) Certified Arborists, traditional foresters, Geographic Information Systems (GIS) analysts, urban planners, and biological and ecological scientists with knowledge, work experiences, and training to complete your project on time, for your budget, and beyond your expectations.

By selecting DRG, the city is accessing a comprehensive team of professionals. DRG hires only the best leaders in their profession. Founded on cutting-edge science and a deep understanding of nationally-accepted best practices, our team approach provides our clients full access to our team's range of viewpoints and expertise. Moreover, having multiple people familiar with the city's project improves response time and minimizes service delays. As necessary, we can add or remove staff from the city's projects to best meet particular project needs, timelines, and budgetary limitations. By selecting DRG you not only get the best person, you also get the best team.

Innovations through Solutions and Expertise

DRG offers specialized consulting solutions and technical services for municipal, utility, and commercial clients. Established to nurture and protect natural resources, especially trees and urban forests in communities across North America, our regional offices and certified arborists are located near you, offering a range of professional arboriculture services, from GIS-based tree inventories to custom urban forest master plans.

Arboriculture and Consulting Services

DRG has over 25 years of experience working with clients, like Wausau, providing them with professional arboricultural, urban forestry consulting, and mapping services. Our customized approach to every project ensures that you receive the ultimate urban forestry solution. We offer:

- Urban forest management
- Tree inventories and inspections
- Ordinance and code enforcement
- Crew supervision
- Tree preservation and protection, planning
- On-site arborist oversight
- Tree risk assessment and inventories
- Arboretum inventories/planning
- Tree appraisals
- Structural pruning
- Urban tree canopy (UTC) assessments and land cover mapping
- Urban forestry management planning and tree management software
- Public education and engagement, and Arbor Day programming
- On-call to full-time consulting foresters



Quality of Service

DRG will provide extensive information with the following processes to ensure our team meets or exceed the city's quality expectations:

- **Training** – Quality operations is intended to ensure quality service. All DRG personnel participate in trainings and certification as required by state and city Regulations. DRG employees receive annual ethics and harassment training and car driving standards. DRG's Project Manager will ensure all personnel training associated with this contract aligns with city standards.
- **Professionalism** – Our personnel follow all Davey, OSHA and ANSI standards. Our staff will represent the city honorably in tenor, presentation, and content. DRG personnel will dress appropriately to the city's cultural standards and will wear identifying clothing and personal protection equipment to distinguish themselves as a Davey employee contracted by the city. DRG personnel are level-headed, kind, and courteous when responding to public commentary regarding their activities, yet implement strategies to politely stay engaged in their work.

- **Communications** – In serving the community, we anticipate our project team will balance time between communicating with city staff, conducting community site visits, and writing reports from our offices. The city can communicate electronically with our project team by way of phone, e-mail, and instant messaging. The team is committed to responding to information requests the same day or the next business day with a call or e-mail. Reports will be completed electronically so that all communications have a permanent record of requests, correspondence, and outcomes.
- **Documentation and recordkeeping practices** - Prior to implementing the contract, DRG's Project Manager will meet with appropriate city staff to develop a plan for tracking work assigned under this contract. A meeting calendar will be identified to review work requests, project deliverables, and departmental communication outcomes to ensure the contract is performing as intended. The Project Manager will collaborate with the city to develop a baseline for acceptable outcomes for this contract. The Field Arborist will provide weekly updates of services provided in the format preferred by the City of Wausau.

Project Neutrality

The urban forestry and arboriculture community in Wisconsin is a tight knit community. We see each other frequently at Wisconsin Arborist Association meetings, as well as other professional advancement workshops and infrastructure meetings. Many of us serve on land use, transportation, non-profit urban forestry and parks and recreation boards and committees. For years we have worked together to advance the science and collective benefits of the regional urban forest. Given DRG's significant and influential role in urban forest management solutions, it is likely our staff will have professional awareness of, and possible professional relationships with firms and/or individuals who submit proposals in response to tree maintenance contracts and other RFPs being developed. If selected for this contract, DRG will treat all city customers and stakeholders equally based on BMPs and program compliance. Our contractual role will be to serve as an extension of the City of Wausau. We will conduct all project activities with neutrality, respect and professionalism. DRG welcomes the opportunity to discuss and design quality assurance strategies with the city staff to confirm and validate our professionalism on all levels of serving the City of Wausau.

Summary of Qualifications

DRG is a fully-owned subsidiary of The Davey Tree Expert Company, an employee-owned company. Davey was founded in 1880 and incorporated in 1909 and is nationally recognized as a leader in innovation, research, and development of creative solutions in community forest and natural resource management.

Initially established in 1992 and incorporated in 2018, DRG offers urban and utility forestry management and natural resource consulting services throughout North America. Headquartered in Kent, Ohio, DRG has provided expert consulting to a broad range of clients, including hundreds municipalities, parks, cemeteries, golf courses, utilities, and the private sector. We have an experienced team of International Society of Arboriculture (ISA) certified arborists, municipal specialists, environmental planners, ecologists, foresters, geographic information system (GIS)/information technology (IT) specialists, and highly-trained scientists and field staff with the knowledge and technology to help Wausau succeed in managing and understanding its natural ecosystems.



The Davey Tree Expert Company has five main services lines—the Davey Institute, Residential Tree and Lawn Care Services, Utility Services, Commercial Tree Care and Grounds Management, and DRG. The Davey Company has been in operation since 1880 and has grown to roughly 9,000 employees and is one of the 15 largest employee-owned companies in America.

DRG professional consultants are driven by an agenda to have our clients succeed. Throughout our professional relationships, DRG has supported communities across the Wisconsin and the greater Midwest with tools, analysis, and consultation for meaningful reports and optimum resource management. From our experiences, we know your community's trees are an important part of the City of Wausau infrastructure; we understand. Our work will reflect the significance of your urban forest in a meaningful way throughout the process of representing the city to its constituents, with planning and development applications, acceptance, and follow-up site visits and reporting.

By selecting DRG, the City of Wausau is selecting a foundation of advanced forestry and arboricultural science, BMPs, and cutting-edge technology through the hands of the most distinguished urban forest consulting firm in the country. With over 136 years of experience across the Davey family caring for trees, the City of Wausau can be confident that the goals identified within the city's urban forestry program will be achieved in the most respectful, efficient, objective, and transparent manner.

Proposed Project Staff

DRG leverages our local Wisconsin-based staff supported by our national experience to ensure that the city receives prompt, quality support in each of its projects or job tasks. Each DRG team is led by a Project Manager, who is the client's chief point of contact and interacts with or integrates other DRG staff as appropriate. Our Project Managers are supported by a wide range of qualified professionals across the many facets of arboriculture, forestry, and ecosystem management.

We are confident that the city will be well served by DRG's experience, expertise, and professionalism. Each person that DRG hires brings vast and varied experience to our company. They all have a passion for helping our clients achieve their urban forestry goals that achieve net canopy benefits, advance tree health, and ensure sustainability. The DRG staff who will support this project have full-time employment status, are college-educated, and possesses professional certification in one or more of the following categories: International Society of Arboriculture (ISA) Certified Arborist, ISA Municipal Arborist, Society of American Foresters Certified Forester, and/or American Society of Consulting Arborists. As DRG brings on new staff, our team has the processes and professionalism in place to quickly and effectively on-board new hires and ensure they meet our strict standard of quality.

For this contract, Pete Sorensen is expected to serve as the Project Manager. Mr. Sorensen is based in Wisconsin and will be responsible for contract oversight, including personnel management, logistical planning, and project delivery. Mr. Sorensen will serve as the primary point of contact for the city's projects. Depending on specific project requirements, timelines, or budgetary needs, DRG may also assign additional staff to best meet the city's objectives. In these circumstances, Mr. Sorensen will provide resumes and billing rates for city approval prior to commencing work.

Project Manager & Urban Forestry Consultant

Peter Sorensen will be the Project Manager for this project. Mr. Sorensen is an area manager with DRG and works in the urban forestry field to perform tree inventories, hazard tree assessments, tree preservation plans, and invasive species control. Mr. Sorensen joined DRG in 2011, where he worked in support of federal efforts to control the Asian longhorned beetle in Ohio, New York, and Massachusetts. He has managed a team of 60 inventory arborists working in Bethel, Ohio, executing an Asian longhorned beetle survey, and hosted tree removal contracts for the Ohio Department of Agriculture and the U.S. Department of Agriculture. He has also worked to identify hazard trees in New England that may conflict with overhead utilities. He is trained in proper tree planting and basic pruning techniques, and has experience in identifying tree and plant species, evaluating tree condition and risk, and conducting street tree inventories. Mr. Sorensen is an International Society of Arboriculture (ISA) Certified Arborist and Municipal Specialist (OH-6404AM), TRAQ Qualified, a Massachusetts Arborist Association Certified Arborist (MA-2429), and a Certified Pesticide Applicator (OH-126223). He has a bachelor of science degree in urban forestry from The University of Wisconsin – Stevens Point.



Education

- B.S., Urban Forestry, University of Wisconsin Stevens Point

Certifications

- Adult First Aid/CPR/AED, American Red Cross, 2017
- Certified Arborist (OH-6505AM), Municipal Specialist, and TRAQ qualified

Professional Affiliations

- International Society of Arboriculture
- Wisconsin Arborist Association
- Illinois Arborist Association

Additional DRG Support

Pete Sorensen is supported by a wide range of DRG professionals. The following is a select list of DRG staff who may be allocated to city projects or support Mr. Sorensen with technical assistance. The city will be provided resumes and billing rates for approval prior to allocation of staff.

Lee Mueller, Forestry Specialist

Lee S. Mueller, CF, is a forestry specialist, area manager, and project developer with DRG. Mr. Mueller is responsible for assisting governments, nonprofits, institutions, businesses, landowners, utilities, and communities of all types with project development and strategic planning services. He specializes in community forestry, forest management, parks and recreation, outreach and education, and nonprofit organizations. Mr. Mueller has served as a staff or board member on a variety of professional and nonprofit organizations dedicated to forestry, arboriculture, and parks and recreation. Mr. Mueller provides an experienced and innovative approach to community forestry, forest management, ecosystem restoration, parks and recreation planning, staff and volunteer training, nonprofit programs, and community outreach and engagement. Additionally, he excels in creating strategic partnerships, engaging diverse communities, and seeking, writing, and managing private or government grants. Prior to joining DRG, he was instrumental in building and managing an urban forestry outreach and volunteer program that garnered state and national recognition in Grand Rapids, Michigan. Mr. Mueller is an International Society of Arboriculture (ISA) Certified Arborist (MI-4148A), has an ISA Tree Risk Assessment Qualification (TRAQ), and is a Society of American Foresters (SAF) Certified Forester, Michigan Qualified Forester through the Michigan Department of Agriculture and Rural Development, a Michigan Registered Forester (#46043), an American Tree Farm System Inspector, and a Certified Plan Writer through the Michigan Forest Stewardship Program. Mr. Mueller has a master's degree and a bachelor's degree in forestry from Michigan State University.



Education

- M.S., Forestry, 2011, Michigan State University
- B.S., Forestry, 2009, Michigan State University

Certifications

- Adult First Aid/CPR/AED, American Red Cross, 2017
- Tree Risk Assessment Qualification (TRAQ), ISA, 2014
- Certified Forester, Society of American Foresters, 2018
- Certified Arborist (#MI-4148A), ISA, 2012
- Michigan Registered Forester (#46043), State of Michigan, 2010
- American Tree Farm System Inspector (#98212), American Tree Farm System, 2009

Special Training

- National Urban Forest Strike Team
- Wildland Fire S-130, S-190, and ICS-100

Professional Affiliations

- Forestry Alumni Association, Michigan State University (President)
- Friends of Grand Rapids Parks (Board Secretary)
- International Society of Arboriculture
- Parks and Recreation Advisory Board, City of Grand Rapids
- Society of American Foresters – Michigan Chapter (Treasurer)
- Urban and Community Forestry Advisory Council, Michigan Department of Natural Resources (Chair)
- Urban Forestry Committee, City of Grand Rapids (Vice-Chair)

Joe Gregory, Regional Operations Manager

Joseph Gregory is a regional operations manager for DRG's Environmental Consulting market team. Mr. Gregory is responsible for providing operational, fiscal, and sales support to all regional operational teams. Mr. Gregory is a planner and an urban forester by training and has coordinated numerous projects throughout the U.S., including municipal inventories in Orlando, Detroit, Charlotte, Raleigh, Pittsburgh, and Elgin, Illinois. He has extensive experience with GIS and GPS technologies, several types of field data collection computers/units, tree inventories, tree inventory management software, urban tree risk assessment, urban tree canopy analyses, and the i-Tree suite of software. He is proficient at writing urban and community forestry management plans, benefit analyses, and urban forest master plans for municipal and nonprofit clientele. Mr. Gregory led DRG's team that authored the Pittsburgh Urban Forest Master Plan and the Cleveland Tree Plan. He has worked with several municipalities to provide contract forestry services, placing Davey urban foresters within municipalities to manage urban forestry program components such as emerald ash borer management, planting initiatives, and storm response. Mr. Gregory also performs landscape plan reviews, tree appraisals, and forensic investigations, and he serves as an expert witness for urban tree related litigation. Mr. Gregory is an International Society of Arboriculture (ISA) Certified Arborist and Municipal Specialist (OH-1420AM). Mr. Gregory has a master's degree in geography and urban planning from The University of Akron and a bachelor's degree in conservation from Kent State University.



Education

- M.A., Geography and Urban Planning, 2013, University of Akron
- B.S., Conservation, 2001, Kent State University

Certifications

- Adult First Aid/CPR/AED, American Red Cross, 2017
- Certified Arborist and Municipal Specialist (OH-1420AM), ISA

Special Training

- Davey Personal Excellence and Safety Leadership, The Davey Tree Expert Company, 2011 & 2017
 - Up By Roots Workshop, Presented by Jim Urban, 2010
 - Municipal Forester Institute (MFI), Society of Municipal Arborists, 2006
 - Trees, People, and the Law Seminar, The National Arbor Day Foundation, 2004
- Professional Affiliations
- Copley Township, Ohio Architectural Review Board (Board Member)
 - Cuyahoga River Community Planning Organization (Board Member)
 - International Society of Arboriculture (Ohio Chapter)

Sam Heywood, Urban Forester

Sam Heywood is an urban forester who leads various aspects of forestry and environmental consulting work including tree inventories, planting and site restoration projects, and contract forestry. Mr. Heywood is proficient in crafting technical documents including urban forestry management plans, urban tree canopy assessments, and forestry grant proposals. Since joining DRG, Mr. Heywood largely focused on tree inventory data collection, quality assurance, and client communication. He has overseen ground operations and trained new staff on large and small projects across the country. Mr. Heywood has experience with various GPS and GIS systems, handheld data collection units, and several different inventory data collection software programs. With DRG, Mr. Heywood has also worked on the Asian Longhorned Beetle Eradication Programs in Massachusetts and Ohio.



He has also served as a consulting forester for utility contracts in California and Colorado and is experienced in performing timber appraisals. Mr. Heywood has presented at multiple academic consortia and is published in an academic journal on the subject of removing invasive tree species. Mr. Heywood has a bachelor's degree in biological sciences with a concentration in ecology and evolution from the University of Cincinnati. He is an International Society of Arboriculture (ISA) Certified Arborist[®] and Municipal Specialist[®], an ISA Tree Risk Assessment Qualification (TRAQ) credential holder, and a 2018 graduate of the Davey Institute of Tree Sciences, Davey's flagship training program.

Education

- B.S., Biology, Ecology and Evolution, University of Cincinnati, 2013

Certifications

- Certified Arborist and Municipal Specialist (OH-6441AM), ISA, 2014
- Tree Risk Assessment Qualification (TRAQ), ISA

Professional Affiliations

- International Society of Arboriculture

Reid Gibson, Urban Forester

Reid Gibson is an urban forester with DRG. Mr. Gibson specializes in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, and cemeteries. He primarily focuses on inventory data collection, data quality and assurance, training new staff, teamwork and safety, project communication and delivery, and customer service. Mr. Gibson has worked on and managed more than 50 inventories across the U.S. and Canada. As an urban forester, he has managed street tree inventories in Detroit and Toronto. Other high-profile projects he has managed include tree inventories for Champaign and Evanston, Illinois; St. Louis; Atlanta; Charlotte; Richmond; Winter Park, Florida; and several national cemeteries. Mr. Gibson has extensive knowledge of GIS-based data collection and GPS technology, pen-tablet computer use for data collection, ArcPad program utilization, tree and palm identification, and tree risk assessment. Mr. Gibson is proficient in DRG's TreeKeeper® suite of software for inventory management, the U.S. Forest Service i-Tree software suite, and writing urban and community forest management plans involving inventory analysis of structure, function, benefit data, and urban tree canopy assessment land cover data. He is an International Society of Arboriculture (ISA) Certified Arborist and Municipal Specialist (IL-5319AM). Mr. Gibson is also an ISA Certified Tree Risk Assessor. He has a bachelor's degree in natural resources and environmental sciences with a concentration in forest science from the University of Illinois at Urbana-Champaign.



Education

- B.S., Natural Resources and Environmental Sciences (Forest Science), University of Illinois at Urbana-Champaign

Certifications

- Adult First Aid/CPR/AED, American Red Cross, 2017
- Certified Arborist and Municipal Specialist (IL-5319AM), ISA
- Certified Tree Risk Assessor, ISA

Professional Affiliations

- International Society of Arboriculture

DRG has many local and regional employees that can further assist the city should the need arise. These staff are equally qualified and additional full resumes can be provided at the city's request.

Project Approach

DRG approaches each project with our client's goals and challenges in mind. We have supported communities, park districts, cemeteries, and campuses throughout the U.S. for over 25 years. We understand that having our work products enable our clients to recognize the maintenance needs of their trees, project workloads and budgets, and ultimately address overarching management goals such as canopy sustainability and climate change. Importantly, we understand that this project is providing tools that support your daily work, helping you to complete crucial tasks such as prioritizing tree work, mitigating some of the risks associated with trees, and planting more trees.

Project Communication

DRG is client-driven. We pride ourselves on clear, consistent communication. From project beginning to end, Wausau will know the staff assigned to this project and how it is progressing. For the duration of this project, DRG will schedule progress meetings between key city staff and DRG's Project Manager. During these meetings, the city and DRG will discuss project progress and establish a work plan for the following 30 days. Depending on project requirements, meetings can be waived or conducted via phone or webinar at the mutual consent of the city and DRG.



Each DRG employee is issued a computer and cell-phone.

The city can easily reach any DRG staff assigned to your project via phone call, e-mail, or instant message. It is standard DRG policy to respond to client inquiries within 24 hours, even if it is to simply let you know your message is received and we are looking into your question.

As the primary developer of the city's TreeKeeper[®] software system, DRG is intimately familiar with its use and applications. Since the city uses this system, DRG will also be recording work performed, recommendations, and similar activities directly in the city's TreeKeeper[®] system. In this way, the city can see and maintain records for the inspections DRG performs and our recommendations.

Review and Update Tree Inventory

As the City of Wausau uses DRG's TreeKeeper[®] software system, DRG plans to initially query the city's existing inventory data for any identified priority tree maintenance activities within the TID 6 and ½-mile buffer project area. DRG's Field Arborists will inspect identified trees to confirm maintenance needs and update individual tree data and assign necessary work activities within the city's TreeKeeper[®] system.

DRG recommends performing a level 1 limited visual risk assessment of public trees along streets within the project area. A limited visual risk assessment consists of a drive-by survey of public trees along public streets. This assessment is an industry-accepted practice and economical means to collect priority tree maintenance concerns that might not be captured within the city's existing tree inventory data.

A limited visual risk assessment is limited to identifying clearly visible tree concerns or defects with imminent or probable likelihood of failure (e.g., dead tree, broken or damaged limb greater than 4 inches, significant lean, large cavities), and likely to impact a known target (e.g., building, parking lot, recreational structure, road), and cause significant damage within one year. Trees identified will be updated and work assigned within the city's TreeKeeper® system.



Prepare Tree Removal RFP

Once DRG completes its review of the city's existing inventory data, our project team will initially review the city's existing tree removal contract documents. Based on our understanding of the city's tree maintenance needs and contracting process, DRG's Project Manager supported by technical experts will prepare specifications to perform the recommended tree maintenance activities. Specifications will be suitable for securing bids from tree maintenance and arboriculture firms to performing the maintenance activities as recommended. All specifications will be written according to the American National Standards Institute A300 guidelines for tree management.

Once the specifications are fully written, DRG will work with Wausau to integrate specifications into the city's standard procurement process and contract documents. DRG's project team will provide an initial list of qualified firms to perform the work and coordinate RFP advertisement with the city. If requested, DRG can serve as a contact for questions for interested firms, answer any questions the city might have about individual proposals received or participate in the evaluation of proposals.

If elected by the city, DRG can also participate in the administration of tree removal contracts once a contractor is selected. DRG can work with the contractor to schedule work, perform random work inspections, and post-work inspections to ensure compliance with the specifications and industry-accepted best practices.

Prepare Tree Planting RFP

Using data within TreeKeeper® as well as the city's local knowledge, records of planting requests, and any local objectives or priorities, DRG will work with the city to identify tree planting areas. At a minimum, DRG's Field Arborists will review the planting areas to determine site restrictions. If requested, Field Arborists can also identify individual planting locations prior to contracting or after a contractor is secured.

Initially, DRG will review the city's existing contracts and specifications for tree planting and procurement. Based on an understanding of the approaching season's tree stock requirements and planting locations, DRG's Project Manager supported by technical experts, will prepare planting specifications suitable for securing bids from tree nurseries and landscape firms for the planting of trees within the City of Wausau. All specifications will be written according to the American National Standards Institute A300 and Z133.1 guidelines as well as the American Standard for Nursery Stock.

Once the specifications are fully written, DRG will work with Wausau to integrate specifications into the city's standard procurement process and contract documents. DRG's project team will provide an initial list of qualified firms to perform the work and coordinate RFP advertisement with the city. If requested, DRG can serve as a contact for questions for interested firms, answer any questions the city might have about individual proposals received or participate in the evaluation of proposals.

If elected by the city, DRG can also participate in the administration of tree planting contracts once a contractor is selected. DRG can work with the contractor to schedule work, perform random work inspections, and post-work inspections to ensure compliance with the specifications and industry-accepted best practices.

Update City Tree Specifications for Street Projects

In concert with the City Engineer, DRG's Project Manager supported by technical experts, will review the city's existing policies, procedures, and specifications for trees in street construction projects. As appropriate, DRG will provide recommended adjustments, new policies, or changes to best meet industry-accepted national standards and best practices to best meet city goals.

Generally speaking, these standards should include tree removal decisions, tree protection requirements, root pruning and subsurface root protection, and tree planting. DRG's project team has extensive experience writing similar policies or manuals and standards for other communities.

Review Landscape Plans and Designs

As required, DRG's Project Manager will review proposed landscape plans and designs for street projects within the project area. Upon review, DRG will provide recommendations for measures to protect trees or existing vegetation from construction impacts, determine if impacts to existing vegetation may require removal, and offer recommendations for tree species and stock to be planted within project areas.

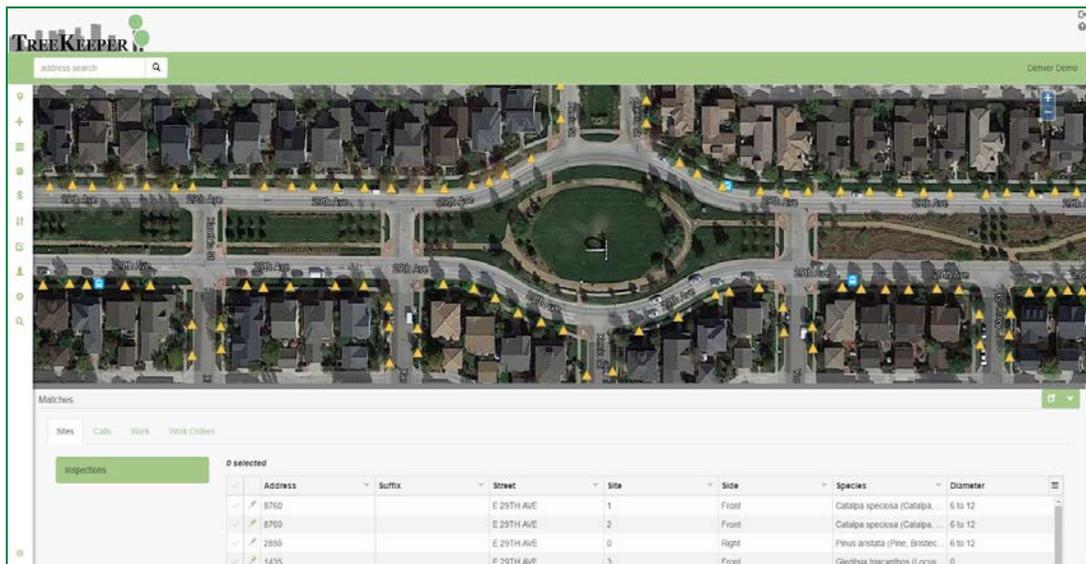
Inspect Tree Planting Efforts

To close-out planting projects and keep accurate records of tree planting efforts, DRG's Field Arborists will complete post-planting surveys in Spring and Fall 2019. The post-planting surveys will confirm the trees planted within planting areas, ensure stock was planted according to specifications, and add newly planted trees to the city's TreeKeeper® database.

Experience with TreeKeeper®

Developed and maintained by DRG, TreeKeeper® is the product of over two decades of research, development, and industry vetting. A wide range of our clients use this software to manage tree inventory data and prioritize tree maintenance activities. We also provide training and support to our clients in effectively using TreeKeeper® software. Moreover, our team regularly uses TreeKeeper® to manage our consulting relationships with clients. Clients may assign work to us directly through TreeKeeper® and we often track our progress and recommendations via our client's TreeKeeper® systems. In short, TreeKeeper® is our language.

The TreeKeeper® product line has successfully led the industry for over 20 years. Integration is central to the TreeKeeper® design; users can interact with tree inventory data in a variety of helpful ways. Whether you are in the office or out in the field, coordinating your internal crews or outside contractors, or sharing benefits information with the public, TreeKeeper® is user-friendly and the most convenient tool to quickly access information. TreeKeeper® is a versatile cloud-based software service geared towards helping you utilize, update, and share your tree inventory data. Also, TreeKeeper® runs, looks, and acts the same whether you are using the software on your desktop, laptop, or tablet computer.



*DRG's TreeKeeper® gives you at-a-glance access to your tree inventory data.
Finding and updating sites is easy from the map or grid.*

Related Projects

DRG has provided descriptions of projects that demonstrate our ability to complete a similar scope of work. These projects show that we can:

- Undertake, manage, and complete projects similar in size and scope.
- Assess trees and tree risk in accordance with ANSI standards.
- Provide qualified staff with proven experience working in partnership with municipalities.
- Work in northern climates and know the threats facing urban trees.
- Review and analyze site and landscape plans for tree planting and protection.
- Work in TreeKeeper® to manage and analyze tree inventory data.
- Analyze inventory to extract meaningful information such as risk mitigation and knowledge of how tree canopy cover affects public health, social justice, stormwater, and energy.
- Help communities understand the costs associated with long-term tree maintenance and management and find ways to address the needs of their urban forest.

We can provide more examples of our work upon request.

Client: City of Racine, Wisconsin

Contact: Matt Koepnick, 262-636-9131

DRG completed a comprehensive GIS-based inventory of Racine, Wisconsin's tree population. In total, data was collected on 39,040 street trees using a combination of GIS and GPS technology and DRG's customized data collection program. The inventory included assessments of tree species, size, condition, maintenance need, risk, and utility conflicts. The inventory database was delivered in DRG's TreeKeeper® inventory management program. Additionally, Racine is a user of TreeKeeper® Mobile allowing instantaneous field-access to their inventory data. Following the inventory, DRG completed a customized management plan to guide Racine's future urban forestry maintenance efforts.

More recently, DRG was contracted to complete a review of the city's tree ordinances and develop a tree manual and standards of practice, including specifications for tree care. The project included several stakeholder meetings to identify local concerns and opportunities for policy improvement. DRG's team delivered a rewritten ordinance and a full tree manual to support local tree maintenance efforts.

Client: City of Fitchburg, Wisconsin

Contact: Anna Healy, 608-270-4289

In late 2018, DRG was hired to update an in-house street tree inventory for the City of Fitchburg. The city identified several priority areas in their city-wide inventory. Due to budgetary restrictions, only these priority areas and limited set of data fields were collected. Staff updated and collected a total of 3,000 sites, including trees, stumps, and vacant planting locations. Each tree was assessed for condition, which included identifying dead or dying trees for removal. Upon project completion, the city was granted access to the dataset via TreeKeeper® 8. Additionally, DRG GIS/IT staff worked with the city to format the data for integration into their existing inventory management software.

Potential future phases and expansions of this inventory have been discussed to include the remainder of the city owned streets and properties, or expanding the specifications to include more data fields or analysis.

Client: City of Milwaukee, Wisconsin

Contact: David Sivyer, 414-286-3729

Milwaukee has been organizing the complete inventory of over 200,000 street trees using a combination of interns and in-house staff. The city's Forestry division is using TreeKeeper®7.7 web-based software to help facilitate data collection and proactive tree management. Upon uploading the existing tree inventory data into TreeKeeper® 7.7, Milwaukee received two days of on-site training and one year of unlimited phone support. Milwaukee is in the middle of proactively treating thousands of ash trees for emerald ash borer (EAB), and it is imperative that accurate records and work histories be recorded to ensure proper treatment and monitoring. TreeKeeper®7.7 is the perfect tool to assist the City of Milwaukee with this process.

Client: City of Eau Claire, Wisconsin

Contact: Todd Chwala, 715-839-5039

The city's Forestry Division contracted with DRG to provide a comprehensive urban forest management plan that was funded in part by a Wisconsin Department of Natural Resources grant. This involved the review of the city's existing tree inventory database of over 28,000 trees, an on-site visit to evaluate the forestry tree maintenance and planting operations, and interviews of key city personnel. Upon completion of the urban forest management plan, a presentation of key findings was made to the city council. The objective was to offer detailed recommendations aimed at improving the service and efficiency of the division to the citizens of the city. Included in the plan was a detailed overview of the street tree population statistics based on the supplied computerized inventory database. Additional topics included:

- i-Tree Streets analysis of existing tree inventory data
- 10-year proactive pruning cycle with projected budget
- Emerald ash borer (EAB) management recommendations with an EAB Management Protocol Matrix
- Management recommendations for public trees
- Drought planning and tree planting strategies
- Administrative activities and personnel recommendations for increased efficiency

Client: City of East Grand Rapids, Michigan

Contact: Doug La Fave, 616-940-4817

DRG conducted a street tree inventory in the City of East Grand Rapids. The GIS-based inventory included an assessment of 7,113 trees and stumps. All trees were evaluated for condition, structural soundness, and assigned a risk level to enable the city to prioritize its maintenance needs. DRG's experienced GIS/IT team ensured the city was able to successfully import all inventory data into the city's existing asset management system. The city immediately used their tree inventory to address all priority maintenance issues identified by DRG. DRG's experienced consulting team also presented inventory findings to the City Council, further establishing the value and importance of monitoring community trees.

Subsequently, the city has engaged DRG in ongoing contract forestry services. DRG's team of professional arborists have provided tree inspections and risk assessments to guide city decisions in the maintenance of specific trees. DRG was also asked to put together a cyclical pruning program and specifications for future tree maintenance contracts. More recently, DRG used inventory data to identify specific tree management concerns, set up a body of work, advertised a contract, managed the bid process, and administered the contract for Fiscal Year 2018 pruning and removal operations. DRG continues to support the city's forestry efforts through tree assessments, contract management, and public outreach.

Client: City of Ferndale, Michigan

Contact: Erin Quetell, 248-336-4361

The City of Ferndale contracted DRG to perform an urban tree canopy assessment (UTC), ordinance review, phased inventory, and management plan. The UTC identified the city's total tree canopy, where tree canopy occurs, and opportunities for improvement. Coupled with the city's tree ordinance review, the city has clear direction and strategies to maximize tree canopy across the community. To date, all 4 inventory phases have been completed. A total of 8,014 trees have been collected. As data are collected, the city immediately handles any maintenance concerns identified. These efforts have raised the visibility of the city's forestry program among city leadership. As a result, Ferndale crafted a series of goals and metrics to advance urban forestry in fiscal year 2018. To move these goals forward, Ferndale has contracted DRG to provide on-site forestry support one day a month for a year. DRG has been supporting city efforts through tree inspections, further ordinance review, resident communication, and planting program evaluation.

Client: City of Brentwood, Missouri

Contact: Eric Gruenenfelder, 314.963.8681

Davey Resource Group accepted a five-year contract to provide comprehensive urban forestry services to the City of Brentwood, Missouri. Davey first updated the combined street and park tree inventory and developed a forestry management plan that focussed on risk mitigation, critical deferred maintenance, increased species diversity, and proactive strategies to combat emerald ash borer. The city then relied on Davey Resource Group for project support, including identifying priority removals and pruning, selecting and tagging trees in the field for replanting efforts, updating the TreeKeeper inventory software, and coordinating Davey crews to complete requested work. Individual consults, advanced tree risk assessments, public outreach, and rapid emergency response are also included in the contracted services. Through this broad ongoing partnership Davey can promptly respond to any tree related support needed to help the city officials achieve their urban forestry goals.

Client: City of Springfield, Missouri

Contact: Mike McDaniel, 417-874-2202

DRG was selected based on qualifications to provide consulting urban forestry services for the City of Springfield. The scope of services includes working with the city forestry staff to perform tree canopy evaluations on public works construction projects. During canopy evaluations, DRG works with Department of Public Works project managers and arborists to provide risk assessment, tree planting, and tree preservation recommendations associated with public works construction projects. DRG also developed canopy evaluation reports (in a city-approved format) that detailed findings of canopy evaluations on public works construction projects.

Client: City of Buffalo, New York
Contact: Andy Rabb, 716-851-9672

DRG conducted a complete street tree inventory for the City of Buffalo. More than 100,000 trees were inventoried and data were collected using specially programmed pen tablet computers. DRG personnel not only collected all necessary tree and site attributes but they also recorded tree locations using a GIS-based data collection program. To help the city better utilize its extensive tree inventory database, DRG loaded all computerized tree inventory data into the city's GIS software. This provided the city with a tree layer, locating and identifying all of the trees in the inventory on its basemap along with the layers for the other components of the city's infrastructure. This allows other city departments to have access to the tree inventory information for planning and development purposes. Based on the successful completion of the street tree inventory project, DRG was contracted to prepare an urban forest master plan for the City of Buffalo. The inventory information was used to prioritize maintenance activities and project budgets for municipal forestry operations for the coming five years. Projected tree removal information also was used to build a reforestation plan designed to reverse the steady decline of Buffalo's urban forest and begin to plant more trees than are removed. Other areas of focus within the plan include reviewing all local ordinances that affect tree planting, maintenance and removal, and analyzing the configuration of personnel and equipment relative to tree maintenance operations. The plan uses detailed tree inventory information, combined with DRG's extensive experience in municipal urban forestry operations reviews, to plot a healthy course for Buffalo's trees.

Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and end points.
2. Provide daily contact information and directions during the inventory process.
3. Provide a copy of or access to any existing tree inventory database(s).
4. Coordinate and host an informational kick-off meeting immediately before the start of fieldwork.
5. Designate a primary point of contact or project manager for the City of Wausau.

Project Effort and Investment

Based on the scope described above, DRG estimates the following required hours to complete the project elements outlined in the city's RFP:

| Task | Expected Hours |
|---|----------------|
| Project Communication | 40 hrs |
| Review and Update Tree Inventory | 70 hrs |
| Prepare Tree Removal RFP | 20 hrs |
| Prepare Tree Planting RFP | 35 hrs |
| Update City Tree Specifications for Street Projects | 25 hrs |
| Review Street Landscape Plans and Designs | 30 hrs |
| Inspect Tree Planting Efforts | 25 hrs |
| Total Expected Hours | 245 hrs |

To provide the city the best possible rates, DRG proposes establishing on-site and off-site rates. On-site rates will be charged for on site within the city or at cCity offices. Off-site rates will be charged for work in DRG's offices. The following hourly billing rates are the rates established for each individual or classification. DRG will work with the city to determine and clearly communicate which tasks are best to be performed on and off site.

| Staff | On-site Hourly rate | Off-site Hourly rate |
|--------------------------------|---------------------|----------------------|
| Pete Sorensen, Project Manager | \$120 / hr | \$95 / hr |
| Administrative Staff | - | \$40 / hr |

This proposal is valid for 60 days

Acceptance of Proposal

Client

Contact:
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

DRG, Inc Representative: Pete Sorensen
T: 414.517.1695
E: peter.sorensen@davey.com
Proposal Date: 1/2/2019

ACCEPTANCE OF PROPOSAL: The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the City of Wausau and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted, this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Authorized Signature: _____

Name: _____

Date: _____

Total: _____

Please add up the costs of services and insert total on the line above

Davey Resource Group, Inc.

Authorized Signature: _____

Name: _____

Date: _____

Appendix A Limited Warranty

The Davey Tree Expert Company, its divisions, agents, representatives, operations, and subsidiaries (collectively “Davey”) provides this Limited Warranty as a condition of providing the services outlined in the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Services”).

Davey provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. Davey cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis. Davey will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

Davey may have reviewed publicly available or other third-party records or conducted interviews, and has assumed the genuineness of such documents and statements. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, Davey does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by Davey in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. Davey disclaims any warranty of fitness for any particular purpose. Davey’s warranty is limited to one year from the date Services are performed. Davey’s liability for any claim, damage, or loss, whether direct, indirect, special, consequential, or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by Davey.





Qualifications for:

Tree and Landscape Professional Services

Proposal Date: January 2019

Prepared for:

City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

Prepared by:

Lee Mueller, Project Developer
Davey Resource Group, Inc.
1500 North Mantua Street, Kent, Ohio 44240
C. 248.221/0439/TF. 800.828.8312



"Innovations through Solutions and Expertise"

Introduction

Urban trees are a valuable resource that provide economic, environmental, and social benefits. Quality of life in cities is enhanced when we have a canopy of trees shading our homes and streets, mitigating stormwater effects, provide energy savings, and improving property values. As forests in developing regions become more fragmented through urbanization and development, we lose a significant amount of the ecosystem services that forests provide -- from wildlife habitat and aesthetic enjoyment to flood control and clean air. When trees are properly managed, communities can rely on the environmental, economic, and aesthetic benefits provided by the urban and community forest for years to come.

Unlike other components of Wausau's public infrastructure, the tree population, with proper management and care, increases in value with each passing year. Wausau's TreeKeeper® system demonstrates that these trees provide a collective \$2,254,231.75 annually. In an effort to to sustain its existing canopy, enhance community tree population, and manage impacts to trees from construction, the city is taking proactive measures to secure a professional arborist to support the city's forestry program.

With the city's tree inventory and a variety of pending street maintenance and construction projects that may affect community trees, the city wishes to contract with a professional arboricultural company to provide consulting services within the area known as TID 6 and a ½-mile buffer. In particular, the city is looking for assistance with:

- Review and update the existing tree inventory housed within TreeKeeper®;
- Prepare an RFP for tree removal;
- Prepare an RFP for tree planting;
- Update the city's street tree specifications for street reconstruction projects;
- Review 2019 landscape designs;
- Review 2019 street reconstruction landscape plans; and
- Inspect 2019 tree planting efforts.

Davey Resource Group, Inc. "DRG" has provided expert consulting to a wide variety of clients, including municipalities, parks, cemeteries, golf courses, utilities, and the private sector. We have inspected and assessed well over 4 million trees while conducting more than 1,000 tree inventory projects. Our urban forestry consultants include International Society of Arboriculture (ISA) Certified Arborists, traditional foresters, Geographic Information Systems (GIS) analysts, urban planners, and biological and ecological scientists with knowledge, work experiences, and training to complete your project on time, for your budget, and beyond your expectations.

By selecting DRG, the city is accessing a comprehensive team of professionals. DRG hires only the best leaders in their profession. Founded on cutting-edge science and a deep understanding of nationally-accepted best practices, our team approach provides our clients full access to our team's range of viewpoints and expertise. Moreover, having multiple people familiar with the city's project improves response time and minimizes service delays. As necessary, we can add or remove staff from the city's projects to best meet particular project needs, timelines, and budgetary limitations. By selecting DRG you not only get the best person, you also get the best team.

Innovations through Solutions and Expertise

DRG offers specialized consulting solutions and technical services for municipal, utility, and commercial clients. Established to nurture and protect natural resources, especially trees and urban forests in communities across North America, our regional offices and certified arborists are located near you, offering a range of professional arboriculture services, from GIS-based tree inventories to custom urban forest master plans.

Arboriculture and Consulting Services

DRG has over 25 years of experience working with clients, like Wausau, providing them with professional arboricultural, urban forestry consulting, and mapping services. Our customized approach to every project ensures that you receive the ultimate urban forestry solution. We offer:

- Urban forest management
- Tree inventories and inspections
- Ordinance and code enforcement
- Crew supervision
- Tree preservation and protection, planning
- On-site arborist oversight
- Tree risk assessment and inventories
- Arboretum inventories/planning
- Tree appraisals
- Structural pruning
- Urban tree canopy (UTC) assessments and land cover mapping
- Urban forestry management planning and tree management software
- Public education and engagement, and Arbor Day programming
- On-call to full-time consulting foresters



Quality of Service

DRG will provide extensive information with the following processes to ensure our team meets or exceed the city's quality expectations:

- **Training** – Quality operations is intended to ensure quality service. All DRG personnel participate in trainings and certification as required by state and city Regulations. DRG employees receive annual ethics and harassment training and car driving standards. DRG's Project Manager will ensure all personnel training associated with this contract aligns with city standards.
- **Professionalism** – Our personnel follow all Davey, OSHA and ANSI standards. Our staff will represent the city honorably in tenor, presentation, and content. DRG personnel will dress appropriately to the city's cultural standards and will wear identifying clothing and personal protection equipment to distinguish themselves as a Davey employee contracted by the city. DRG personnel are level-headed, kind, and courteous when responding to public commentary regarding their activities, yet implement strategies to politely stay engaged in their work.

- **Communications** – In serving the community, we anticipate our project team will balance time between communicating with city staff, conducting community site visits, and writing reports from our offices. The city can communicate electronically with our project team by way of phone, e-mail, and instant messaging. The team is committed to responding to information requests the same day or the next business day with a call or e-mail. Reports will be completed electronically so that all communications have a permanent record of requests, correspondence, and outcomes.
- **Documentation and recordkeeping practices** - Prior to implementing the contract, DRG's Project Manager will meet with appropriate city staff to develop a plan for tracking work assigned under this contract. A meeting calendar will be identified to review work requests, project deliverables, and departmental communication outcomes to ensure the contract is performing as intended. The Project Manager will collaborate with the city to develop a baseline for acceptable outcomes for this contract. The Field Arborist will provide weekly updates of services provided in the format preferred by the City of Wausau.

Project Neutrality

The urban forestry and arboriculture community in Wisconsin is a tight knit community. We see each other frequently at Wisconsin Arborist Association meetings, as well as other professional advancement workshops and infrastructure meetings. Many of us serve on land use, transportation, non-profit urban forestry and parks and recreation boards and committees. For years we have worked together to advance the science and collective benefits of the regional urban forest. Given DRG's significant and influential role in urban forest management solutions, it is likely our staff will have professional awareness of, and possible professional relationships with firms and/or individuals who submit proposals in response to tree maintenance contracts and other RFPs being developed. If selected for this contract, DRG will treat all city customers and stakeholders equally based on BMPs and program compliance. Our contractual role will be to serve as an extension of the City of Wausau. We will conduct all project activities with neutrality, respect and professionalism. DRG welcomes the opportunity to discuss and design quality assurance strategies with the city staff to confirm and validate our professionalism on all levels of serving the City of Wausau.

Summary of Qualifications

DRG is a fully-owned subsidiary of The Davey Tree Expert Company, an employee-owned company. Davey was founded in 1880 and incorporated in 1909 and is nationally recognized as a leader in innovation, research, and development of creative solutions in community forest and natural resource management.

Initially established in 1992 and incorporated in 2018, DRG offers urban and utility forestry management and natural resource consulting services throughout North America. Headquartered in Kent, Ohio, DRG has provided expert consulting to a broad range of clients, including hundreds municipalities, parks, cemeteries, golf courses, utilities, and the private sector. We have an experienced team of International Society of Arboriculture (ISA) certified arborists, municipal specialists, environmental planners, ecologists, foresters, geographic information system (GIS)/information technology (IT) specialists, and highly-trained scientists and field staff with the knowledge and technology to help Wausau succeed in managing and understanding its natural ecosystems.



The Davey Tree Expert Company has five main services lines—the Davey Institute, Residential Tree and Lawn Care Services, Utility Services, Commercial Tree Care and Grounds Management, and DRG. The Davey Company has been in operation since 1880 and has grown to roughly 9,000 employees and is one of the 15 largest employee-owned companies in America.

DRG professional consultants are driven by an agenda to have our clients succeed. Throughout our professional relationships, DRG has supported communities across the Wisconsin and the greater Midwest with tools, analysis, and consultation for meaningful reports and optimum resource management. From our experiences, we know your community's trees are an important part of the City of Wausau infrastructure; we understand. Our work will reflect the significance of your urban forest in a meaningful way throughout the process of representing the city to its constituents, with planning and development applications, acceptance, and follow-up site visits and reporting.

By selecting DRG, the City of Wausau is selecting a foundation of advanced forestry and arboricultural science, BMPs, and cutting-edge technology through the hands of the most distinguished urban forest consulting firm in the country. With over 136 years of experience across the Davey family caring for trees, the City of Wausau can be confident that the goals identified within the city's urban forestry program will be achieved in the most respectful, efficient, objective, and transparent manner.

Proposed Project Staff

DRG leverages our local Wisconsin-based staff supported by our national experience to ensure that the city receives prompt, quality support in each of its projects or job tasks. Each DRG team is led by a Project Manager, who is the client's chief point of contact and interacts with or integrates other DRG staff as appropriate. Our Project Managers are supported by a wide range of qualified professionals across the many facets of arboriculture, forestry, and ecosystem management.

We are confident that the city will be well served by DRG's experience, expertise, and professionalism. Each person that DRG hires brings vast and varied experience to our company. They all have a passion for helping our clients achieve their urban forestry goals that achieve net canopy benefits, advance tree health, and ensure sustainability. The DRG staff who will support this project have full-time employment status, are college-educated, and possesses professional certification in one or more of the following categories: International Society of Arboriculture (ISA) Certified Arborist, ISA Municipal Arborist, Society of American Foresters Certified Forester, and/or American Society of Consulting Arborists. As DRG brings on new staff, our team has the processes and professionalism in place to quickly and effectively on-board new hires and ensure they meet our strict standard of quality.

For this contract, Pete Sorensen is expected to serve as the Project Manager. Mr. Sorensen is based in Wisconsin and will be responsible for contract oversight, including personnel management, logistical planning, and project delivery. Mr. Sorensen will serve as the primary point of contact for the city's projects. Depending on specific project requirements, timelines, or budgetary needs, DRG may also assign additional staff to best meet the city's objectives. In these circumstances, Mr. Sorensen will provide resumes and billing rates for city approval prior to commencing work.

Project Manager & Urban Forestry Consultant

Peter Sorensen will be the Project Manager for this project. Mr. Sorensen is an area manager with DRG and works in the urban forestry field to perform tree inventories, hazard tree assessments, tree preservation plans, and invasive species control. Mr. Sorensen joined DRG in 2011, where he worked in support of federal efforts to control the Asian longhorned beetle in Ohio, New York, and Massachusetts. He has managed a team of 60 inventory arborists working in Bethel, Ohio, executing an Asian longhorned beetle survey, and hosted tree removal contracts for the Ohio Department of Agriculture and the U.S. Department of Agriculture. He has also worked to identify hazard trees in New England that may conflict with overhead utilities. He is trained in proper tree planting and basic pruning techniques, and has experience in identifying tree and plant species, evaluating tree condition and risk, and conducting street tree inventories. Mr. Sorensen is an International Society of Arboriculture (ISA) Certified Arborist and Municipal Specialist (OH-6404AM), TRAQ Qualified, a Massachusetts Arborist Association Certified Arborist (MA-2429), and a Certified Pesticide Applicator (OH-126223). He has a bachelor of science degree in urban forestry from The University of Wisconsin – Stevens Point.



Education

- B.S., Urban Forestry, University of Wisconsin Stevens Point

Certifications

- Adult First Aid/CPR/AED, American Red Cross, 2017
- Certified Arborist (OH-6505AM), Municipal Specialist, and TRAQ qualified

Professional Affiliations

- International Society of Arboriculture
- Wisconsin Arborist Association
- Illinois Arborist Association

Additional DRG Support

Pete Sorensen is supported by a wide range of DRG professionals. The following is a select list of DRG staff who may be allocated to city projects or support Mr. Sorensen with technical assistance. The city will be provided resumes and billing rates for approval prior to allocation of staff.

Lee Mueller, Forestry Specialist

Lee S. Mueller, CF, is a forestry specialist, area manager, and project developer with DRG. Mr. Mueller is responsible for assisting governments, nonprofits, institutions, businesses, landowners, utilities, and communities of all types with project development and strategic planning services. He specializes in community forestry, forest management, parks and recreation, outreach and education, and nonprofit organizations. Mr. Mueller has served as a staff or board member on a variety of professional and nonprofit organizations dedicated to forestry, arboriculture, and parks and recreation. Mr. Mueller provides an experienced and innovative approach to community forestry, forest management, ecosystem restoration, parks and recreation planning, staff and volunteer training, nonprofit programs, and community outreach and engagement. Additionally, he excels in creating strategic partnerships, engaging diverse communities, and seeking, writing, and managing private or government grants. Prior to joining DRG, he was instrumental in building and managing an urban forestry outreach and volunteer program that garnered state and national recognition in Grand Rapids, Michigan. Mr. Mueller is an International Society of Arboriculture (ISA) Certified Arborist (MI-4148A), has an ISA Tree Risk Assessment Qualification (TRAQ), and is a Society of American Foresters (SAF) Certified Forester, Michigan Qualified Forester through the Michigan Department of Agriculture and Rural Development, a Michigan Registered Forester (#46043), an American Tree Farm System Inspector, and a Certified Plan Writer through the Michigan Forest Stewardship Program. Mr. Mueller has a master's degree and a bachelor's degree in forestry from Michigan State University.



Education

- M.S., Forestry, 2011, Michigan State University
- B.S., Forestry, 2009, Michigan State University

Certifications

- Adult First Aid/CPR/AED, American Red Cross, 2017
- Tree Risk Assessment Qualification (TRAQ), ISA, 2014
- Certified Forester, Society of American Foresters, 2018
- Certified Arborist (#MI-4148A), ISA, 2012
- Michigan Registered Forester (#46043), State of Michigan, 2010
- American Tree Farm System Inspector (#98212), American Tree Farm System, 2009

Special Training

- National Urban Forest Strike Team
- Wildland Fire S-130, S-190, and ICS-100

Professional Affiliations

- Forestry Alumni Association, Michigan State University (President)
- Friends of Grand Rapids Parks (Board Secretary)
- International Society of Arboriculture
- Parks and Recreation Advisory Board, City of Grand Rapids
- Society of American Foresters – Michigan Chapter (Treasurer)
- Urban and Community Forestry Advisory Council, Michigan Department of Natural Resources (Chair)
- Urban Forestry Committee, City of Grand Rapids (Vice-Chair)

Joe Gregory, Regional Operations Manager

Joseph Gregory is a regional operations manager for DRG's Environmental Consulting market team. Mr. Gregory is responsible for providing operational, fiscal, and sales support to all regional operational teams. Mr. Gregory is a planner and an urban forester by training and has coordinated numerous projects throughout the U.S., including municipal inventories in Orlando, Detroit, Charlotte, Raleigh, Pittsburgh, and Elgin, Illinois. He has extensive experience with GIS and GPS technologies, several types of field data collection computers/units, tree inventories, tree inventory management software, urban tree risk assessment, urban tree canopy analyses, and the i-Tree suite of software. He is proficient at writing urban and community forestry management plans, benefit analyses, and urban forest master plans for municipal and nonprofit clientele. Mr. Gregory led DRG's team that authored the Pittsburgh Urban Forest Master Plan and the Cleveland Tree Plan. He has worked with several municipalities to provide contract forestry services, placing Davey urban foresters within municipalities to manage urban forestry program components such as emerald ash borer management, planting initiatives, and storm response. Mr. Gregory also performs landscape plan reviews, tree appraisals, and forensic investigations, and he serves as an expert witness for urban tree related litigation. Mr. Gregory is an International Society of Arboriculture (ISA) Certified Arborist and Municipal Specialist (OH-1420AM). Mr. Gregory has a master's degree in geography and urban planning from The University of Akron and a bachelor's degree in conservation from Kent State University.



Education

- M.A., Geography and Urban Planning, 2013, University of Akron
- B.S., Conservation, 2001, Kent State University

Certifications

- Adult First Aid/CPR/AED, American Red Cross, 2017
- Certified Arborist and Municipal Specialist (OH-1420AM), ISA

Special Training

- Davey Personal Excellence and Safety Leadership, The Davey Tree Expert Company, 2011 & 2017
 - Up By Roots Workshop, Presented by Jim Urban, 2010
 - Municipal Forester Institute (MFI), Society of Municipal Arborists, 2006
 - Trees, People, and the Law Seminar, The National Arbor Day Foundation, 2004
- Professional Affiliations**
- Copley Township, Ohio Architectural Review Board (Board Member)
 - Cuyahoga River Community Planning Organization (Board Member)
 - International Society of Arboriculture (Ohio Chapter)

Sam Heywood, Urban Forester

Sam Heywood is an urban forester who leads various aspects of forestry and environmental consulting work including tree inventories, planting and site restoration projects, and contract forestry. Mr. Heywood is proficient in crafting technical documents including urban forestry management plans, urban tree canopy assessments, and forestry grant proposals. Since joining DRG, Mr. Heywood largely focused on tree inventory data collection, quality assurance, and client communication. He has overseen ground operations and trained new staff on large and small projects across the country. Mr. Heywood has experience with various GPS and GIS systems, handheld data collection units, and several different inventory data collection software programs. With DRG, Mr. Heywood has also worked on the Asian Longhorned Beetle Eradication Programs in Massachusetts and Ohio. He has also served as a consulting forester for utility contracts in California and Colorado and is experienced in performing timber appraisals. Mr. Heywood has presented at multiple academic consortia and is published in an academic journal on the subject of removing invasive tree species. Mr. Heywood has a bachelor's degree in biological sciences with a concentration in ecology and evolution from the University of Cincinnati. He is an International Society of Arboriculture (ISA) Certified Arborist[®] and Municipal Specialist[®], an ISA Tree Risk Assessment Qualification (TRAQ) credential holder, and a 2018 graduate of the Davey Institute of Tree Sciences, Davey's flagship training program.



Education

- B.S., Biology, Ecology and Evolution, University of Cincinnati, 2013

Certifications

- Certified Arborist and Municipal Specialist (OH-6441AM), ISA, 2014
- Tree Risk Assessment Qualification (TRAQ), ISA

Professional Affiliations

- International Society of Arboriculture

Reid Gibson, Urban Forester

Reid Gibson is an urban forester with DRG. Mr. Gibson specializes in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, and cemeteries. He primarily focuses on inventory data collection, data quality and assurance, training new staff, teamwork and safety, project communication and delivery, and customer service. Mr. Gibson has worked on and managed more than 50 inventories across the U.S. and Canada. As an urban forester, he has managed street tree inventories in Detroit and Toronto. Other high-profile projects he has managed include tree inventories for Champaign and Evanston, Illinois; St. Louis; Atlanta; Charlotte; Richmond; Winter Park, Florida; and several national cemeteries. Mr. Gibson has extensive knowledge of GIS-based data collection and GPS technology, pen-tablet computer use for data collection, ArcPad program utilization, tree and palm identification, and tree risk assessment. Mr. Gibson is proficient in DRG's TreeKeeper® suite of software for inventory management, the U.S. Forest Service i-Tree software suite, and writing urban and community forest management plans involving inventory analysis of structure, function, benefit data, and urban tree canopy assessment land cover data. He is an International Society of Arboriculture (ISA) Certified Arborist and Municipal Specialist (IL-5319AM). Mr. Gibson is also an ISA Certified Tree Risk Assessor. He has a bachelor's degree in natural resources and environmental sciences with a concentration in forest science from the University of Illinois at Urbana-Champaign.



Education

- B.S., Natural Resources and Environmental Sciences (Forest Science), University of Illinois at Urbana-Champaign

Certifications

- Adult First Aid/CPR/AED, American Red Cross, 2017
- Certified Arborist and Municipal Specialist (IL-5319AM), ISA
- Certified Tree Risk Assessor, ISA

Professional Affiliations

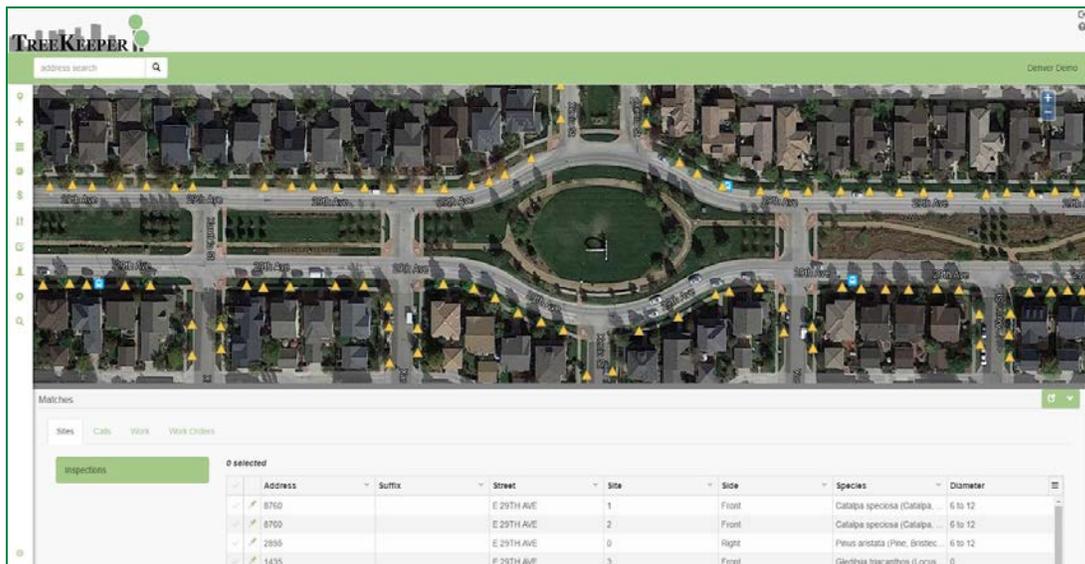
- International Society of Arboriculture

DRG has many local and regional employees that can further assist the city should the need arise. These staff are equally qualified and additional full resumes can be provided at the city's request.

Experience with TreeKeeper®

Developed and maintained by DRG, TreeKeeper® is the product of over two decades of research, development, and industry vetting. A wide range of our clients use this software to manage tree inventory data and prioritize tree maintenance activities. We also provide training and support to our clients in effectively using TreeKeeper® software. Moreover, our team regularly uses TreeKeeper® to manage our consulting relationships with clients. Clients may assign work to us directly through TreeKeeper® and we often track our progress and recommendations via our client's TreeKeeper® systems. In short, TreeKeeper® is our language.

The TreeKeeper® product line has successfully led the industry for over 20 years. Integration is central to the TreeKeeper® design; users can interact with tree inventory data in a variety of helpful ways. Whether you are in the office or out in the field, coordinating your internal crews or outside contractors, or sharing benefits information with the public, TreeKeeper® is user-friendly and the most convenient tool to quickly access information. TreeKeeper® is a versatile cloud-based software service geared towards helping you utilize, update, and share your tree inventory data. Also, TreeKeeper® runs, looks, and acts the same whether you are using the software on your desktop, laptop, or tablet computer.



*DRG's TreeKeeper® gives you at-a-glance access to your tree inventory data.
Finding and updating sites is easy from the map or grid.*

Related Projects

DRG has provided descriptions of four projects that demonstrate our ability to complete a similar scope of work. These projects show that we can:

- Undertake, manage, and complete projects similar in size and scope.
- Assess trees and tree risk in accordance with ANSI standards.
- Provide qualified staff with proven experience working in partnership with municipalities.
- Work in northern climates and know the threats facing urban trees.
- Review and analyze site and landscape plans for tree planting and protection.
- Work in TreeKeeper® to manage and analyze tree inventory data.
- Analyze inventory to extract meaningful information such as risk mitigation and knowledge of how tree canopy cover affects public health, social justice, stormwater, and energy.
- Help communities understand the costs associated with long-term tree maintenance and management and find ways to address the needs of their urban forest.

We can provide more examples of our work upon request.

Client: City of Racine, Wisconsin

Contact: Matt Koepnick, 262-636-9131

DRG completed a comprehensive GIS-based inventory of Racine, Wisconsin's tree population. In total, data was collected on 39,040 street trees using a combination of GIS and GPS technology and DRG's customized data collection program. The inventory included assessments of tree species, size, condition, maintenance need, risk, and utility conflicts. The inventory database was delivered in DRG's TreeKeeper® inventory management program. Additionally, Racine is a user of TreeKeeper® Mobile allowing instantaneous field-access to their inventory data. Following the inventory, DRG completed a customized management plan to guide Racine's future urban forestry maintenance efforts.

More recently, DRG was contracted to complete a review of the city's tree ordinances and develop a tree manual and standards of practice, including specifications for tree care. The project included several stakeholder meetings to identify local concerns and opportunities for policy improvement. DRG's team delivered a rewritten ordinance and a full tree manual to support local tree maintenance efforts.

Client: City of Fitchburg, Wisconsin

Contact: Anna Healy, 608-270-4289

In late 2018, DRG was hired to update an in-house street tree inventory for the City of Fitchburg. The city identified several priority areas in their city-wide inventory. Due to budgetary restrictions, only these priority areas and limited set of data fields were collected. Staff updated and collected a total of 3,000 sites, including trees, stumps, and vacant planting locations. Each tree was assessed for condition, which included identifying dead or dying trees for removal. Upon project completion, the city was granted access to the dataset via TreeKeeper® 8. Additionally, DRG GIS/IT staff worked with the city to format the data for integration into their existing inventory management software.

Potential future phases and expansions of this inventory have been discussed to include the remainder of the city owned streets and properties, or expanding the specifications to include more data fields or analysis.

Client: City of Milwaukee, Wisconsin

Contact: David Sivyer, 414-286-3729

Milwaukee has been organizing the complete inventory of over 200,000 street trees using a combination of interns and in-house staff. The city's Forestry division is using TreeKeeper®7.7 web-based software to help facilitate data collection and proactive tree management. Upon uploading the existing tree inventory data into TreeKeeper® 7.7, Milwaukee received two days of on-site training and one year of unlimited phone support. Milwaukee is in the middle of proactively treating thousands of ash trees for emerald ash borer (EAB), and it is imperative that accurate records and work histories be recorded to ensure proper treatment and monitoring. TreeKeeper®7.7 is the perfect tool to assist the City of Milwaukee with this process.

Client: City of Eau Claire, Wisconsin

Contact: Todd Chwala, 715-839-5039

The city's Forestry Division contracted with DRG to provide a comprehensive urban forest management plan that was funded in part by a Wisconsin Department of Natural Resources grant. This involved the review of the city's existing tree inventory database of over 28,000 trees, an on-site visit to evaluate the forestry tree maintenance and planting operations, and interviews of key city personnel. Upon completion of the urban forest management plan, a presentation of key findings was made to the city council. The objective was to offer detailed recommendations aimed at improving the service and efficiency of the division to the citizens of the city. Included in the plan was a detailed overview of the street tree population statistics based on the supplied computerized inventory database. Additional topics included:

- i-Tree Streets analysis of existing tree inventory data
- 10-year proactive pruning cycle with projected budget
- Emerald ash borer (EAB) management recommendations with an EAB Management Protocol Matrix
- Management recommendations for public trees
- Drought planning and tree planting strategies
- Administrative activities and personnel recommendations for increased efficiency

Client: City of East Grand Rapids, Michigan

Contact: Doug La Fave, 616-940-4817

DRG conducted a street tree inventory in the City of East Grand Rapids. The GIS-based inventory included an assessment of 7,113 trees and stumps. All trees were evaluated for condition, structural soundness, and assigned a risk level to enable the city to prioritize its maintenance needs. DRG's experienced GIS/IT team ensured the city was able to successfully import all inventory data into the city's existing asset management system. The city immediately used their tree inventory to address all priority maintenance issues identified by DRG. DRG's experienced consulting team also presented inventory findings to the City Council, further establishing the value and importance of monitoring community trees.

Subsequently, the city has engaged DRG in ongoing contract forestry services. DRG's team of professional arborists have provided tree inspections and risk assessments to guide city decisions in the maintenance of specific trees. DRG was also asked to put together a cyclical pruning program and specifications for future tree maintenance contracts. More recently, DRG used inventory data to identify specific tree management concerns, set up a body of work, advertised a contract, managed the bid process, and administered the contract for Fiscal Year 2018 pruning and removal operations. DRG continues to support the city's forestry efforts through tree assessments, contract management, and public outreach.

Client: City of Ferndale, Michigan

Contact: Erin Quetell, 248-336-4361

The City of Ferndale contracted DRG to perform an urban tree canopy assessment (UTC), ordinance review, phased inventory, and management plan. The UTC identified the city's total tree canopy, where tree canopy occurs, and opportunities for improvement. Coupled with the city's tree ordinance review, the city has clear direction and strategies to maximize tree canopy across the community. To date, all 4 inventory phases have been completed. A total of 8,014 trees have been collected. As data are collected, the city immediately handles any maintenance concerns identified. These efforts have raised the visibility of the city's forestry program among city leadership. As a result, Ferndale crafted a series of goals and metrics to advance urban forestry in fiscal year 2018. To move these goals forward, Ferndale has contracted DRG to provide on-site forestry support one day a month for a year. DRG has been supporting city efforts through tree inspections, further ordinance review, resident communication, and planting program evaluation.

Client: City of Brentwood, Missouri

Contact: Eric Gruenenfelder, 314.963.8681

Davey Resource Group accepted a five-year contract to provide comprehensive urban forestry services to the City of Brentwood, Missouri. Davey first updated the combined street and park tree inventory and developed a forestry management plan that focussed on risk mitigation, critical deferred maintenance, increased species diversity, and proactive strategies to combat emerald ash borer. The city then relied on Davey Resource Group for project support, including identifying priority removals and pruning, selecting and tagging trees in the field for replanting efforts, updating the TreeKeeper inventory software, and coordinating Davey crews to complete requested work. Individual consults, advanced tree risk assessments, public outreach, and rapid emergency response are also included in the contracted services. Through this broad ongoing partnership Davey can promptly respond to any tree related support needed to help the city officials achieve their urban forestry goals.

Client: City of Springfield, Missouri

Contact: Mike McDaniel, 417-874-2202

DRG was selected based on qualifications to provide consulting urban forestry services for the City of Springfield. The scope of services includes working with the city forestry staff to perform tree canopy evaluations on public works construction projects. During canopy evaluations, DRG works with Department of Public Works project managers and arborists to provide risk assessment, tree planting, and tree preservation recommendations associated with public works construction projects. DRG also developed canopy evaluation reports (in a city-approved format) that detailed findings of canopy evaluations on public works construction projects.

Client: City of Buffalo, New York
Contact: Andy Rabb, 716-851-9672

DRG conducted a complete street tree inventory for the City of Buffalo. More than 100,000 trees were inventoried and data were collected using specially programmed pen tablet computers. DRG personnel not only collected all necessary tree and site attributes but they also recorded tree locations using a GIS-based data collection program. To help the city better utilize its extensive tree inventory database, DRG loaded all computerized tree inventory data into the city's GIS software. This provided the city with a tree layer, locating and identifying all of the trees in the inventory on its basemap along with the layers for the other components of the city's infrastructure. This allows other city departments to have access to the tree inventory information for planning and development purposes. Based on the successful completion of the street tree inventory project, DRG was contracted to prepare an urban forest master plan for the City of Buffalo. The inventory information was used to prioritize maintenance activities and project budgets for municipal forestry operations for the coming five years. Projected tree removal information also was used to build a reforestation plan designed to reverse the steady decline of Buffalo's urban forest and begin to plant more trees than are removed. Other areas of focus within the plan include reviewing all local ordinances that affect tree planting, maintenance and removal, and analyzing the configuration of personnel and equipment relative to tree maintenance operations. The plan uses detailed tree inventory information, combined with DRG's extensive experience in municipal urban forestry operations reviews, to plot a healthy course for Buffalo's trees.

Appendix A Limited Warranty

The Davey Tree Expert Company, its divisions, agents, representatives, operations, and subsidiaries (collectively “Davey”) provides this Limited Warranty as a condition of providing the services outlined in the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Services”).

Davey provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. Davey cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis. Davey will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

Davey may have reviewed publicly available or other third-party records or conducted interviews, and has assumed the genuineness of such documents and statements. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, Davey does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by Davey in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. Davey disclaims any warranty of fitness for any particular purpose. Davey’s warranty is limited to one year from the date Services are performed. Davey’s liability for any claim, damage, or loss, whether direct, indirect, special, consequential, or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by Davey.



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

| RESOLUTION OF THE PARKS & RECREATION COMMITTEE | |
|--|---|
| Designating 224 S 4 th Street as the Site for the Wausau Urban Dog Park and Authorizing Members of the Dog Park Special Committee to Fundraise for the Project. | |
| Committee Action: | Approved 5-0 |
| Fiscal Impact: | \$0 if all funds are raised. Approximate cost of project is \$148,000.00. Operational expenses will be approximately \$1000 per year. |
| File Number: | 18-1110 |
| Date Introduced: | January 22, 2019 |

| 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: General Operating Fund \$1,000/year</i> |
| | <i>One-time Costs:</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>Amount:</i> |
| | <i>Recurring Costs:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: Maintenance</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <i>Amount: General Fund</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i> | | |

RESOLUTION

WHEREAS, the city has established a Special Committee to assist with the development of the City’s first dog park; and

WHEREAS, the city owns property at 224 S 4th Street that has been identified as an ideal location for an urban dog park; and

WHEREAS, a dog park will offer residents of Wausau a safe and secure facility for their dogs to exercise and socialize; and

WHEREAS, the members of the Dog Park Special Committee are committed to assisting the city develop this park and obtain funding; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that 224 S 4th Street will be designated as the site for the Wausau urban dog park; and

BE IT FURTHER RESOLVED, that members of the Dog Park Special Committee are authorized to begin fundraising for the park development.

Approved:

Robert B. Mielke, Mayor

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: January 7, 2019 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Gary Gisselman, Tom Neal, Pat Peckham (c), Dennis Smith

Excused: David Nutting

Others Present: Jamie Polley-Director, Mayor Robert Mielke, Eric Lindman-Public Works Director, Mike Schueller, Andrew Schmidt, Rita Pachal, Terry Kilian

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Chairman Peckham at 4:30 p.m.

Discussion and Possible Action Approving 224 S 4th Street as the Site for the Wausau Urban Dog Park and Authorizing Members of the Dog Park Special Committee to Fundraise for the Project – The Dog Park Special

Committee has decided on the 224 S. 4th Street as the site for the dog park. Polley checked with the DNR to see what the process is to put up fencing and possibly irrigation and pavement on this site. The DNR said they would require the opportunity to review the irrigation trench plan to make sure it's not piercing the cap. As long as a cover is kept on the site whether its grass, pavement or concrete, improvements would not require DNR approval. Peckham liked the fact that the DNR approval information regarding remediation was included in the Dog Park Special Committee meeting packet so that everyone could view what their requirements were and what had been done. Andrew Schmidt mentioned that his father had worked for the City Public Works Department and had hauled building debris and root balls to that area. Neal discussed some of the initial ideas the Dog Park Special Committee had regarding construction of the dog park. **Motion** by Neal, second by Smith to approve 224 S 4th Street as the site for the Wausau Urban Dog Park and to authorize members of the Dog Park Special Committee to fundraise for the project. Motion **carried** by voice vote. Vote reflected as 4-0.



LOCATION MAP



PROPOSED CITY OF WAUSAU DOG PARK

224 S. 4TH STREET



NORTH
SCALE 1" = 50'



Land Information Mapping System



Legend

- Parcels
- Municipalities
- 2015 Orthos
- Wausau-Schofield
- Red: Band_1
- Green: Band_2
- Blue: Band_3

74.57 0 74.57 Feet



User_Defined_Lambert_Conformal_Conic

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Jurisdictional Offer process to owner of 1328 Curling Way

Committee Action: Pending

Fiscal Impact: \$7,000

File Number: 14-0707

Date Introduced: January 22, 2019

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 type="checkbox"/> | <i>Budget Source:</i> |
| | <i>One-time Costs:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Recurring Costs:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| SOURCE | <i>Fee Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Grant Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>Debt Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount</i> <i>Annual Retirement</i> |
| | <i>TID Financed:</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>Amount:</i> |
| | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> | | |

RESOLUTION

WHEREAS, in preparation for the reconstruction of Townline Road from Grand Avenue to Easthill Drive, the City must acquire certain properties to construct the street in accordance with the conceptual design approved; and

WHEREAS, a small portion of the property, 0.155 acre fee, and a temporary limited easement will need to be acquired for Parcel 53, 1328 Curling Way, in order to widen and reconstruct the roadway; and

WHEREAS, on September 11, 2018 your Finance Committee approved the Offering Price Report for this property; and

WHEREAS the property owner submitted an appraisal in the amount of \$7,100; and

WHEREAS, on December 11, 2018, your Finance Committee approved an Administrative Revision in the amount of \$5,950; and

WHEREAS, the property owner submitted a counteroffer in the amount of \$7,000, and

WHEREAS, on January 8, 2019, your Finance Committee approved an Administrative Revision in the amount of \$7,000, which the property owner has not accepted; and

WHEREAS, your Finance Committee, on January 22, 2019, recommended a Jurisdictional Offer be made to the owner to acquire the needed property.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau authorizes condemnation only of the parcel required for the project right-of-way and approves a Jurisdictional Offer be made to the owner in the amount of \$7,000.

Approved:

Robert B. Mielke, Mayor



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

MEMO

Date: January 16, 2019
To: Allen Wesolowski, City Engineer
From: Cheryl Schroeder, Becher-Hoppe Associates
Subject: January 22, 2019 Finance Committee agenda item submittal

- Townline Road project, 6999-18-01
 - Jurisdictional Offer approvals (parcel 53)

Allen,

Please find below the following items that need to be discussed/approved at the next City of Wausau Finance Committee meeting.

Townline Road, 6999-18-01,
Jurisdictional Offers (JO) to go out for following parcel:

- a. Parcel 53, 1328 Curling Way, 0.155 acre Fee, 0.291 acre TLE, JO in amount of \$7,000 (agency appraisal at \$3,600, Finance committee approved offer 9/11/18 based on that amount, owner's appraisal at \$7,100, Finance committee approved Administrative Revision at \$5,950 on 12/11/2018, owner declined, owner countered at \$7,000, consultant sought Administrative Revision of \$7,000, finance committee approved that amount at 1/8/19 meeting, owner has not yet replied in affirmative or declined (given deadline of 1/18/19). Consultant seeks permission to issue Jurisdictional Offer of \$7,000 to meet project deadline.