

CONTRACT FOR BACKUP INSPECTION SERVICES
CITY OF WAUSAU AND TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN

THIS AGREEMENT entered into this 21st day of July, 2020, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the TOWN OF RIB MOUNTAIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "RIB MOUNTAIN":

WITNESSETH:

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

WHEREAS, WAUSAU, acknowledges that pursuant to Wis. Stat. §§62.17 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, acknowledges that pursuant to Wis. Stats. §§60.22(3), 61.34, 61.35, and 62.23 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, desires to utilize, for its town, WAUSAU's residential inspection services, and WAUSAU agrees to provide residential construction inspection services to RIB MOUNTAIN all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

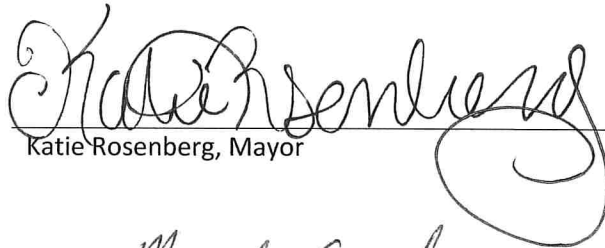
1. **TERM:** WAUSAU shall provide the following residential inspection services within the corporate boundaries of RIB MOUNTAIN for a period beginning August 1, 2020 through December 31, 2024. This contract shall not automatically renew.
2. **SCOPE:** Subject to the provisions hereafter contained in this contract, WAUSAU shall provide:
 - a. Upon request, inspection services during all phases of residential construction, including, but not limited to, building, HVAC, plumbing and electrical to RIB MOUNTAIN, and the service shall be provided to any person or entity within RIB MOUNTAIN needed such inspection service.
3. **FEES:** Wausau shall be paid in a rate of \$90.00/hour with a one-hour minimum by the following means:
 - a. A contractor and/or individual engaging in residential construction within the Town of Rib Mountain shall obtain a building permit from the Town of Rib Mountain; and
 - b. RIB MOUNTAIN will schedule inspection times in cooperation with WAUSAU; and
 - c. WAUSAU shall then perform and issue a final building inspection and forward the report of such inspection to RIB MOUNTAIN.
4. **TERMINATION:** WAUSAU or RIB MOUNTAIN shall each have the option at any time during the term of this contract to terminate this contract upon sixty (60) days' written notice to the other party.
5. **HOLD HARMLESS:** Wausau agrees to defend, hold harmless, indemnify, release and forever discharge RIB MOUNTAIN from and against any and all judgements, damage, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or

by any reason of any other liability imposed by law or by anything or anyone else upon RIB MOUNTAIN, as the result of and/or due to WAUSAU'S inspection operations which are subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the forgoing are due, and the extent due, to the sole negligence or intentional act of RIB MOUNTAIN or its employees; and specifically include within the hold harmless are attorney fees and other costs of defense which may be sustained by and/or occasioned to RIB MOUNTAIN and/or any of RIB MOUNTAIN'S employees, agents, officers and designees, whether appointed, hired or elected.

6. NOTICE: Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403, and in the case of RIB MOUNTAIN, to the Town Clerk of the Town of Rib Mountain, 227800 Snowbird Avenue, Wausau, WI 54401.

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


CITY OF WAUSAU BY:


Katie Rosenberg, Mayor


~~Leslie Kremer, City Clerk~~ Mary A. Goede, Deputy Clerk

TOWN OF RIB MOUNTAIN BY:


Allen Opall, Town Chair


Joanne Ruechel, Town Clerk

CONTRACT FOR COMMERCIAL INSPECTION SERVICES
CITY OF WAUSAU AND TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN

THIS AGREEMENT entered into this 21st day of July, 2020, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the TOWN OF RIB MOUNTAIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "RIB MOUNTAIN":

WITNESSETH:

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

WHEREAS, WAUSAU, acknowledges that pursuant to Wis. Stat. §§62.17 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, acknowledges that pursuant to Wis. Stats. §§60.22(3), 61.34, 61.35, and 62.23 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, desires to utilize, for its town, WAUSAU'S commercial inspection services, and WAUSAU agrees to provide commercial construction inspection services to RIB MOUNTAIN all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: WAUSAU shall provide the following commercial inspection services within the corporate boundaries of RIB MOUNTAIN for a period beginning September 1, 2020 through December 31, 2024. This contract shall not automatically renew.
2. SCOPE: Subject to the provisions hereafter contained in this contract, WAUSAU shall provide:
 - a. Upon request, inspection services during all phases of commercial construction, including, but not limited to, building, HVAC, plumbing and electrical to RIB MOUNTAIN, and the service shall be provided to any person or entity within RIB MOUNTAIN needed such inspection service.
 - b. If during inspection a significant code violation is discovered outside the permitted project, WAUSAU shall report the violation to RIB MOUNTAIN.
3. FEES: Wausau shall be paid in accordance with its fee schedule as updated and adopted annually by the following means:
 - a. A contractor and/or individual engaging in commercial construction within the Town of Rib Mountain shall obtain a zoning certificate from the Town of Rib Mountain; and
 - b. The contractor and/or individual shall then present the zoning certificate to the City of Wausau for the issuance of a building permit, which fee so said building permit shall be paid directly to Wausau; and

- c. WAUSAU shall then perform and issue a final building inspection and forward the report of such inspection and any associated occupancy certificates, approved plans or any other associated documentation to RIB MOUNTAIN.
4. TERMINATION: WAUSAU or RIB MOUNTAIN shall each have the option at any time during the term of this contract to terminate this contract upon ninety (90) days' written notice to the other party.
5. HOLD HARMLESS: Wausau agrees to defend, hold harmless, indemnify, release and forever discharge RIB MOUNTAIN from and against any and all judgements, damage, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by any reason of any other liability imposed by law or by anything or anyone else upon RIB MOUNTAIN, as the result of and/or due to WAUSAU's inspection operations which are subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the forgoing are due, and the extent due, to the sole negligence or intentional act of RIB MOUNTAIN or its employees; and specifically include within the hold harmless are attorney fees and other costs of defense which may be sustained by and/or occasioned to RIB MOUNTAIN and/or any of RIB MOUNTAIN's employees, agents, officers and designees, whether appointed, hired or elected.
6. NOTICE: Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403, and in the case of RIB MOUNTAIN, to the Town Clerk of the Town of Rib Mountain, 227800 Snowbird Avenue, Wausau, WI 54401.

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CITY OF WAUSAU BY:


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TOWN OF RIB MOUNTAIN BY:


Allen Opall, Town Chair


Joanne Ruechel, Town Clerk