



OFFICIAL NOTICE AND AGENDA

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:	January 14, 2025 at 6:30 P.M.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
Presentation	Role of Bond Counsel by Quarles & Brady LLP		
File #	CMT	Consent Agenda	ACT
25-0101	COUN	Approve Minutes of a previous meeting(s) (12/10/2024).	Place on file
25-0103	FIN	Ordinance Amending Section 3.25.100 of Wausau Municipal Code - Penalty Assessments Regarding Room Tax.	Approved 5-0
24-1110	I&F	Resolution Approving 2025 Street Reconstruction Projects and Authorization to Let Bids.	Approved 5-0
24-1111	I&F	Resolution Approving 2025 Alley Pavement Project and Authorization to Let Bids.	Approved 5-0
25-0105	PLAN	Ordinance Rezone 327 N 3rd St from Downtown High-Rise Mixed Use (DRMU) Zoning District to Downtown Historic Mixed-Use (DHMU) Zoning District.	Approved 5-0
25-0108	PH&S	Resolution Approving Various Licenses as Indicated.	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
24-0102	MAYOR	Mayor's Appointments	Placed on file
25-0106	ED	Resolution Approving Bid for Construction of Single-Family Infill Housing for 1019 West Bridge Street with Brian Luedtke & Associates Construction, LLC.	Approved 3-2
Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions (2/3 vote required)			
25-0104	COUN	Resolution Approving Preventive Maintenance Program Agreement with Schindler Elevator Corporation.	Pending
21-0522	COUN	Resolution Approving Amendments to City-County Information Technology Commission Intergovernmental Agreement and Operating Agreement.	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Mayor Doug Diny

Members of the public who do not wish to appear in person may view the meeting live on live on the Internet, by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@wausauwi.gov with "Common Council Public Comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 01/08/2025 @ 4:30 PM.
Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Proclamation

- WHEREAS,** Reverend Dr. Martin Luther King Jr. was born in Atlanta, GA on January 15, 1929, and was assassinated in Memphis, Tennessee on April 4, 1968, leaving behind a legacy of civil rights activism that continues to shape American culture to this day; and
- WHEREAS,** January 20, 2025 will mark the 30th anniversary of Dr. Martin Luther King Jr. Day as a National Day of Service. Americans celebrated the first official Martin Luther King Day on January 20, 1986, and Congress designated the holiday as a National Day of Service to be observed on the third Monday in January in 1994; and
- WHEREAS,** Dr. King devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and
- WHEREAS,** at only 35 years old, Dr. King received the Nobel Peace Prize in 1964, making him the youngest recipient of the prestigious award at the time; and
- WHEREAS,** to truly do justice to what Dr. King stood for and stood against requires more than just reflection; it requires action. We must protect the hard-fought gains he achieved from those who would undo them, and we must continue his unfinished struggle to ensure every person lives without fear, and enjoys the promised realization of equality; and
- WHEREAS,** to honor the legacy of Dr. King in its entirety, we must explore and emulate his use of nonviolence to promote change, and call people to commit to public service for the common good. Real change comes only when people act openly and honestly with one another and accept the lived experiences we each bring to the conversation of civil rights; now
- THEREFORE,** be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim January 20, 2025 as

Dr. Martin Luther King Jr. Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage them to observe this day with study and reflection and make a personal commitment to act in honor of Dr. King's teachings and memory throughout the coming years by standing up and speaking out against oppression, prejudice, and bigotry wherever it may reside.



Doug Diny

Doug Diny
Mayor, City of Wausau
January 18, 2024

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, December 10, 2024, in Council Chambers, beginning at 6:33 p.m.,
Mayor Doug Diny presiding.

Roll Call

12/10/2024

Roll Call indicated 10 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	EXCUSED
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Presentation: Update from the Ethiopian Community Development Council, Inc (ECDC)

12/10/2024

Janice Watson, Executive Director of the ECDC Multicultural Community Center, spoke on the organization's programing.
Discussion was held. No action was taken.

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

12/10/2024

1. Sandra Kelch, 802 Augusta Avenue – Spoke on the homeless community.
2. Kailey Wood, 745 Imm Street – Spoke on the homeless community.
3. Vicki Harness, 1240 S. 9th Avenue - Spoke on the homeless community.
4. Mathew Barnes, Police Chief of the Wausau Police Department – Spoke on the homeless community.
5. Tom Kilian, 133 E. Thomas Street – Spoke on the homeless community.

Consent Agenda

12/10/2024

Without objection, items 24-1203, 24-1204, and 24-1210 were pulled from the consent agenda by the request of the Mayor.

Motion by Watson, seconded by Rasmussen, to adopt all the items on the Consent Agenda as follows:

24-1201 from the Common Council Approve Minutes of a previous meeting(s) (11/26/2024).

16-1110 Resolution from the Finance Committee Authorizing the Wausau Police Department to accept a Wisconsin Department of Justice (DOJ) 2025 Beat Patrol Grant of \$121,434.

24-1205 Ordinance from the Public Health & Safety Committee Amending Section Wausau Municipal Code 2.18.090 - Case schedule regarding night court.

24-1206 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) designating no parking on the south side of Oak Street beginning at the intersection of North 5th Avenue and extending 12 feet west.

24-1207 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) designating no parking on the east side of North 6th Avenue beginning at the intersection of Quaw Street and extending 12 feet south.

24-1208 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) designating no parking on the west side of North 7th Street beginning at the intersection of Washington Street and extending 15 feet north and south.

07-0919 Resolution from the Economic Development Committee Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 400 N. 72nd Avenue.

94-0443 Resolution from the Economic Development Committee Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 8500 Highland Drive.

04-1212 Resolution from the Public Health & Safety Committee Approving Amendments to Emergency Medical Services Contracts to provide emergency ambulance services to surrounding municipalities.

12-1118 Resolution from the Finance Committee Approving Production Agreement between Marathon County and City of Wausau.

24-1211 Ordinance from the Plan Commission Amending Wausau Municipal Code § 23.10.31 – Zoning map amendment.

24-1213 Joint Ordinance from the Plan Commission and Historical Preservation Commission Amending Section 2.82.055 of the Wausau Municipal Code to include the designation of the Marathon County Home and Hospital, 1200 Lake View Drive, as a Local Historic Landmark.

24-1214 Joint Resolution from the Parks & Recreation Committee, Plan Commission, and Arts Commission Approving Boy with the Boot sculpture at 3rd and Jackson Streets.

24-1215 Resolution from the Infrastructure & Facilities Committee Approving Developer’s Agreement with Green Tree Construction, Inc. for Green Tree Meadows Subdivision.

24-1216 Joint Resolution from the Infrastructure & Facilities Committee and Plan Commission Approving Final Plat – Green Tree Meadows.

24-0108 Resolution from the Public Health & Safety Committee Approving Various Licenses as Indicated.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

24-1203 **12/10/2024**

Motion by Henke, seconded by Larson, to adopt the Resolution from the Finance Committee Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY25 LSL Program in Year 2025.

Rasmussen stated this program has not only met the stated goal but has exceeded the goal in addition to positive experiences from residents. It was also stated the funding will remain in place longer then expected into the next year. Rasmussen stated support.

Tierney questioned the debt incurred for this project in the past year. It was stated last year’s amount was \$2.2 million with \$6.1 million in the next year. Tierney further questioned the future funding. It was stated there would be further options and funding avenues for the debt service to continue this program to be presented to the Common Council in the coming months.

Kilian questioned if the Wisconsin Department of Natural Resources had approved the contract yet. It was stated the department wanted more details on the contractor and subcontractors with the final approval pending. Kilian questioned which forgivable loans are available and stated the increased debt caused concerns.

Gisselman stated concerns with the increased debt for the program and future budget constraints.

Tierney stated a specific plan needs to be in place to service the increased debt before moving forward. It was also stated this is a separate issue of funding from the need for the program to replace lead lines.

Rasmussen stated much of this project needs to be completed while the funding is available from the federal government for these projects while forgivable loans are on the table. It was stated economically disadvantaged neighborhoods are most impacted by lead lines which exemplifies the need.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	EXCUSED
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO

	10	Larson, Lou	NO	
	11	Henke, Chad	YES	
Yes Votes: 6	No Votes: 4	Abstain: 0	Not Voting: 1	Result: PASSED

24-1204 **12/10/2024**

Motion by Watson, seconded by Larson, to adopt the Resolution from the Finance Committee Authorization to execute a purchase order with CCITC to complete the ERP project in the amount of \$163,875 and execute contracts for services on behalf of the city as amended.

Motion by Martens, seconded by Rasmussen, to amend 24-1204 to substitute in the now therefore be it resolved clause “Mayor and authorized representatives are directed to issue a purchase order to” with “proper city officials are hereby authorized to enter into a contract with.”

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 1	Result: PASSED
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Martens stated the resolution was meant to over-encumber ARPA funding so it can be spent in time to spend down left-over funding so nothing is left on the table.

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 1	Result: PASSED
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24-1210 **12/10/2024**

Motion by Henke, seconded by Neal, to adopt the Resolution from the Economic Development Committee Approving the North Riverfront Development Guide.

Kilian stated support in that this does not promote any action or request for proposals.

Rasmussen questioned if the guide would be in place until a plan is in place. It was stated this is a stopgap in the meantime until a plan is developed.

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 1	Result: PASSED
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23-1109AD **12/10/2024**

Motion by Tierney, seconded by Henke, to adopt the Resolution from the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Motor Pool Rolling Stock Purchases.

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 1	Result: PASSED
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24-1212 **12/10/2024**

Motion by Watson, seconded by Rasmussen, to adopt the Ordinance from the Plan Commission Rezone 700, 804/806, 810, 814, 816 Grand Ave from Urban Mixed Use (UMU) Zoning District to Planned Unit Development (PUD) Zoning District and to approve the General Development Plan (GDP) for a 50-unit apartment building.

Larson stated support for affordable housing in the city but stated opposition to the project based on the location on a busy intersection and concerns on the impact of traffic during the construction phase of the project.

Rasmussen stated the zoning change was a general concept plan and future approval would be required which could provide opportunities to refine. It was stated voting this down would delay much needed affordable housing.

Kilian stated affordable housing was needed but opposed the project due to safety concerns at the intersection.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	EXCUSED
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES

5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 7 No Votes: 3 Abstain: 0 Not Voting: 1 Result: PASSED

23-1121 **12/10/2024**

Motion by Henke, seconded by Watson, to adopt the Resolution from the Finance Committee Establishing the 2025 Property Tax Equivalent for Wausau Water Works.

Kilian questioned when the payment in lieu of taxes can be decreased. It was stated after this year, the utility would reevaluate the payment based on a fiscal review of the full operation and a resolution would come before the Common Council each year until this payment goes back to the regular formula.

Martens stated the payment in lieu of taxes is the same as last year and in exchange funded the replacement of outdated water meters to allow the utility to accurately charge for rates to be financially self-sufficient. Martens stated support.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

Suspend the Rules **12/10/2024**

Motion by Watson, seconded by Larson, to Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

03-0717 **12/10/2024**

Motion by Henke, seconded by Watson, to adopt the Resolution from the Finance Committee Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2025 through December 31, 2025.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

02-1217 **12/10/2024**

Motion by Watson, seconded by Henke, to adopt the Resolution from the Finance Committee and Human Resources Committee Approve bargaining agreement between the City of Wausau and Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLE for January 1, 2025 through December 31, 2027.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

24-1209 **12/10/2024**

Motion by Rasmussen, seconded by Henke, to adopt the Resolution from the Finance Committee and Human Resources Committee Proposal to Change Hiring Process and Minimum Requirements for Wausau Fire Department Applicants.

Rasmussen stated excitement for this program as all fire departments are competing for talent as retirement outpaces recruitment.

Martens stated this will support recruits as they get their training to get their paramedic certification which means better trained firefighters and paramedics.

Larson questioned if this would be budget neutral. It was stated this would be a net-zero fiscal impact due to adjustments in salary and hiring practices. Larson questioned if there was a retainment clause to ensure the department was not utilized as just a training department. It was stated the early engagement benefit was designed to retain recruits.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	EXCUSED
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 Result: PASSED

92-1135 **12/10/2024**

Motion by Rasmussen, seconded by Watson, to adopt the Resolution from the Finance Committee Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

23-1109 **12/10/2024**

Without objection, item 23-1109 was tabled by the request of the Mayor.

CLOSED SESSION **12/10/2024**

Motion by Martens, seconded by Watson, to go 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: relating to approval of purchasing properties taken by Marathon County due to foreclosure of tax liens.

Yes Votes: 10 No Votes: 0 Abstain: 0 Not Voting: 1 Result: PASSED

CONVENED into Closed Session.

RECONVENED INTO OPEN SESSION to take action on closed session items, if necessary.

Adjourn **12/10/2024**

Motion by Neal, second by Larson, to adjourn the meeting. Motion carried. Meeting adjourned at 8:16 p.m.

Doug Diny, Mayor
Kaitlyn Bernarde, City Clerk

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

Date and Time: Tuesday, December 10, 2024 @ 5:15 P.M., Council Chambers

Finance Committee Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

Human Resources Committee Members Present: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Jeremy Kopp, Justin Pluess

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:20 P.M.

Discussion and possible action amending Wausau Municipal Code 3.25.090 and 3.25.100 (Room Tax Interest and Penalty assessment).

Motion by Gisselman, seconded by Henke, to approve. Motion carried 5-0.

DRAFT

3.25.090 - Interest.

All unpaid taxes under this chapter shall bear interest at the rate of 12 percent per annum from the due date of the return until the first day of the month following the month in which the tax is paid or deposited with the City Treasurer. All refunded taxes shall bear interest at 12 percent per annum from the due date of the return until the first day of the month in which such taxes are refunded. An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computation. If the City Treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, it shall not allow any interest thereon.

66.0615 (2)(d)

(2) As a means of enforcing the collection of any room tax imposed by a municipality or a district under sub. (1m), the municipality or district may do any of the following:

(d) Require each person who is subject to par. (c) to pay an amount of taxes that the municipality or district determines to be due under par. (c) plus interest at the rate of 1 percent per month on the unpaid balance. No refund or modification of the payment determined may be granted until the person files a correct room tax return and permits the municipality or district to inspect and audit his or her financial records under par. (a).

3.25.100 - Penalty assessment.

If due to negligence no return is filed, or a return is filed late, or an incorrect return is filed, the entire tax finally determined shall be subject to a penalty of 25 percent of the tax, exclusive of interest or other penalties. If a person fails to file a return when due, or files a false or fraudulent return with the intent in either case to defeat or evade the tax imposed by this chapter, a penalty of 50 percent shall be added to the tax required to be paid, exclusive of interest and other penalties.

66.0615 (2)(e)

(2) As a means of enforcing the collection of any room tax imposed by a municipality or a district under sub. (1m), the municipality or district may do any of the following:

(e) Enact a schedule of forfeitures, not to exceed 25 percent of the room tax due for the previous year under sub. (1m) or par. (c) or \$5,000, whichever is less, to be imposed for failure to pay the tax under sub. (1m). This paragraph also applies to a marketplace provider that is required to collect and remit taxes imposed by a municipality under sub. (1m), but that fails to file a return as required in sub. (1r) or pay the required tax.

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

**RESOLUTION OF THE
INFRASTRUCTURE AND FACILITIES COMMITTEE**

Approving 2025 Street Reconstruction Projects and Authorization to Let Bids.

Committee Action: Approved 5-0

Fiscal Impact: Estimated construction cost \$4,800,000; estimated special assessments \$770,275

File Number: 24-1110

Date Introduced: January 14, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$4,800,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: \$3,365,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount: \$1,435,000</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the following streets have been proposed for construction under the 2025 Street Construction Project:

Cherry Street from West Wausau Avenue to Randolph Street
Randolph Street from Burek Avenue to Merrill Avenue
Fulton Street from North 1st Street to North 7th Street
1st Street/River Drive from McIndoe Street to 300' north of Fulton Street
2nd Street from Short Street to Dekalb Street

WHEREAS, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned streets; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on November 12, 2024; and the Engineer's report has been filed with the City Clerk, and

WHEREAS, the Board of Public Works conducted public hearings for the project special assessments on December 11, 2024, and

WHEREAS, the Infrastructure and Facilities Committee discussed the proposed projects at its meeting on December 12, 2024 and recommends work be accomplished under the 2025 Street Construction Projects, and

WHEREAS, the 2025 special assessment rate was set by Council on November 12, 2024, and

WHEREAS, street grades will be established or reestablished and fixed as shown on the plans for the project (copy on file in the Engineering Department), and minor revisions will be made in the plans as may be necessary during construction, now therefore

BE IT RESOLVED that the Common Council authorizes securing of bids and construction of the 2025 Street Construction Projects.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: December 12, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

2025 Street Reconstruction Projects: Discuss public hearing results and make recommendation

The packet was updated to include the minutes from the public hearing, which was held by the Board of Public Works. Staff recommends moving ahead with the projects, which are Randolph Street, Cherry Street, Fulton Street, 1st Street/River Drive, and 2nd Street.

Larson moved to accept the 2025 Street Reconstruction Projects. Neal seconded and the motion passed 5-0.

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – December 12, 2024**

AGENDA ITEM

2025 Street Reconstruction Projects: Discuss public hearing results and make recommendation

BACKGROUND

The public hearing regarding special assessments for the following streets was held by the Board of Public Works on December 11th, 2024:

Randolph Street	(Burek Ave – Merrill Ave)
Cherry Street	(West Wausau Ave – Randolph Street)
Fulton Street	(North 1 st Street – North 7 th Street)
1 st Street/River Drive	(McIndoe Street – 300’ north of Fulton)
2 nd Street	(Short Street - Dekalb Street)

Staff will provide comments from the hearing.

FISCAL IMPACT

Streets have been included in the 2025 budget. The assessment rate to the property owners was set at \$55 per assessable foot.

STAFF RECOMMENDATION

Staff recommends approving moving ahead with special assessments on the listed projects pending review of public hearing comments.

Staff contact: Allen Wesolowski 715-261-6762

BOARD OF PUBLIC WORKS

Date of Meeting: December 11, 2024, at 4:00 p.m. in the Council Chambers

Members Present: Eric Lindman, Anne Jacobson

Also Present: Allen Wesolowski, TJ Niksich, Lori Wunsch

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

PUBLIC HEARING:

2025 Street Construction Projects:

Cherry Street from West Wausau Avenue to Randolph Street

Randolph Street from Burek Avenue to Merrill Avenue

Fulton Street from North 1st Street to North 7th Street

1st Street/River Drive from McIndoe Street to 300' north of Fulton Street

2nd Street from Short Street to Dekalb Street

2025 Alley Paving Project:

Alley bounded by South 1st Avenue, South 3rd Avenue, Sherman Street, and Rosecrans Street

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments for street and alley reconstruction project assessments. The comments received are forwarded to the Infrastructure and Facilities Committee which will meet December 12, 2024 at 5:15 p.m. Infrastructure and Facilities will approve, disapprove, or modify the assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the January 14, 2025 meeting. There were no objections to dispense with the reading of the official hearing notices.

Lindman indicated the 2025 alley paving assessment rate is estimated at \$15 per foot. The 2025 street assessment rate is set at \$55 per foot. The sewer lateral is \$500 if replaced. Drive approach replacement is estimated at \$8.00 per square foot. Installation of new sidewalk is estimated at \$16.00 per lineal foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the projects.

Niksich will be a main point of contact during construction. The street project will be a major reconstruction of the road. There will be some inconveniences during the project, but they will hopefully be limited. Before construction, a letter will be sent with contact information for Niksich, the project inspector, and the contractor. The reconstruction will consist of the replacement of sanitary sewer, watermain, and storm sewer. Some of the utilities are 20 feet deep, so the entire width of the road will be excavated. There will be portions of time when some will not have access to their driveway. You will be notified before that happens. Before the contractor leaves for the day the trenches will be closed and you will be able to get to your house. Contractors do work late hours and where they are working will change from when you leave in the morning and return in the evening. The roads will be closed to thru traffic. The only people that should be using the road is the contractor and people getting to and from their house.

Mail delivery will continue during the project; however, it is likely that clusters of temporary mailboxes will be set up for letter mail delivery. Any parcels will be saved at the post office and will have to be picked up. Letters will be sent out prior to this starting.

When the watermain is being replaced, temporary water will have to be set up. A 2" PVC line will be placed on the street. The line will be buried at the driveway so it can be driven over. The line will be exposed along the sidewalk and other areas. It will be just like receiving your normal city water.

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At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address, and comments.

Dale Burgoyne, 1702 Lenard Street, stated Cherry Street is bad and it will be good for those people to have the road done. The next street over is 1st Avenue, which has bad sections where people have to swerve to miss all the holes. It is a main thoroughfare to Burek Avenue and probably has 50 times the traffic of other streets. 1st Ave from Strowbridge Street to Randolph Street has been patched over for the past 30 years. Whoever decided to use cement to fill the holes should find another job because after that is put into the road it evaporates and settles and then you have the same hole. Lindman reminded Burgoyne that the public hearing is for special assessments related to the projects.

Daniel Klement, 1108 Cherry Street, asked if businesses have to pay the same \$55 per foot. There is major semi traffic up and down this street because of Marathon Electric. The semis go over the curb in front of his house, which is not good for the curb. The curb in front of his house is in bad shape. Wesolowski confirmed that the businesses pay the same rate of \$55 per foot.

Ron Keen, 906 South 1st Avenue, appeared regarding the alley. The last couple of years he has been asking for granite in the alley. Public Works only brings in a grader and roller when the holes get bad. It has been worn out so many years it is all sand. They dig down with the grader to build stuff up and pull up rocks. He asked Public Works last fall to patch the hole on the north end of the alley. DPW fixed the south end and blacktopped 40 to 50 feet up. They never filled the hole on the north end. So he asked how to get his alley fixed and started the petition. Public Works has graded a number of times but never put in granite. After one rainfall the potholes get bigger. It has cost the city a good deal of money to grade and roll every time instead of fixing it right. Lindman stated Public Works does alley maintenance based on complaints and as the crews go through the City and see issues. Keen said even the crews do not like doing it because it is a waste of time.

Annie Williams, 903 South 3rd Ave, said a lot of families only have access off the alley. There are people that are handicapped and need the alley. She is really happy to have this done as people need the alley. She is not affected because her house is on the corner and she has other access but there are families that do not have other access.

Blong Moua, 933 South 3rd Ave, does not have a problem with the alley project. He asked if a lump sum payment is required after the project. Wunsch explained that property owners would receive a special assessment bill after the project is completed. If the bill is not paid by October 31st, the amount would get rolled over to the tax bill and can be paid over a five-year period with the first installment of each tax bill.

No further comments were received, and the public hearing was closed.

Lindman moved to adjourn the meeting. Seconded by Jacobson and the motion passed. Meeting adjourned at approximately 4:20 pm.

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

**RESOLUTION OF THE
INFRASTRUCTURE AND FACILITIES COMMITTEE**

Approving 2025 Alley Pavement Project and Authorization to Let Bids.

Committee Action: Approved 5-0

Fiscal Impact: Estimated construction cost \$35,000; estimated special assessments \$18,285

File Number: 24-1111

Date Introduced: January 14, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$35,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: \$35,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the following alley has been proposed for improvements under the 2025 Alley Pavement Project:

Alley bounded by South 1st Avenue, South 3rd Avenue, Sherman Street, and Rosecrans Street

WHEREAS, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned alleys; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on November 12, 2024; and the Engineer's report has been filed with the City Clerk, and

WHEREAS, the Board of Public Works conducted public hearings for the project special assessments on December 11, 2024, and

WHEREAS, the Infrastructure and Facilities Committee discussed the proposed projects at its meeting on December 12, 2024 and recommends work be accomplished on the alley in 2025, now therefore

BE IT RESOLVED that the Common Council authorizes securing of bids and improvements to the alley bounded by South 1st Avenue, South 3rd Avenue, Sherman Street, and Rosecrans Street under the 2025 Alley Pavement Project.

Approved:

Doug Diny, Mayor

2025AlleyPvmntProject

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: December 12, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal, Sarah Watson

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

2025 Alley Paving Project: Discuss public hearing results and make recommendation

There were a few comments on this project mostly in favor. The petitioner was present, and others appeared in favor. The estimated assessment rate is \$15 per foot. That rate will vary depending on what the asphalt bid is. Staff recommends moving ahead with the alley project, which is between 1st Ave, 3rd Ave, Sherman Street, and Rosecrans Street.

Neal referred to a different alley project where water had been directed onto another property. He asked if any similar issues were on the radar for this alley. Wesolowski said topo work has not been done on the alley, but it appears to have adequate drainage to the north and south to get water out of the alley to the streets. The existing alley is basically crushed granite and an impervious surface. We will look at drainage before the project is bid. Staff does not anticipate any drainage issues.

Neal moved to approve. Seconded by Watson and the motion passed 5-0.

Agenda Item No.

4

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – December 12, 2024***

AGENDA ITEM

2025 Alley Paving Project: Discuss public hearing results and make recommendation

BACKGROUND

The public hearing regarding special assessments for the following alley was held by the Board of Public Works on December 11th, 2024:

Alley bounded by South 1st Ave, South 3rd Ave, Sherman Street, Rosecrans Street.

Staff will provide comments from the hearing.

FISCAL IMPACT

Alley is included in the 2025 budget. The assessment rate to the property owners will be the cost of the asphalt pavement based upon the bid. The estimated rate is \$15 per assessable foot.

STAFF RECOMMENDATION

Staff recommends approving moving ahead with special assessments on the alley paving project pending review of public hearing comments.

Staff contact: Allen Wesolowski 715-261-6762

BOARD OF PUBLIC WORKS

Date of Meeting: December 11, 2024, at 4:00 p.m. in the Council Chambers

Members Present: Eric Lindman, Anne Jacobson

Also Present: Allen Wesolowski, TJ Niksich, Lori Wunsch

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

PUBLIC HEARING:

2025 Street Construction Projects:

Cherry Street from West Wausau Avenue to Randolph Street

Randolph Street from Burek Avenue to Merrill Avenue

Fulton Street from North 1st Street to North 7th Street

1st Street/River Drive from McIndoe Street to 300' north of Fulton Street

2nd Street from Short Street to Dekalb Street

2025 Alley Paving Project:

Alley bounded by South 1st Avenue, South 3rd Avenue, Sherman Street, and Rosecrans Street

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments for street and alley reconstruction project assessments. The comments received are forwarded to the Infrastructure and Facilities Committee which will meet December 12, 2024 at 5:15 p.m. Infrastructure and Facilities will approve, disapprove, or modify the assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the January 14, 2025 meeting. There were no objections to dispense with the reading of the official hearing notices.

Lindman indicated the 2025 alley paving assessment rate is estimated at \$15 per foot. The 2025 street assessment rate is set at \$55 per foot. The sewer lateral is \$500 if replaced. Drive approach replacement is estimated at \$8.00 per square foot. Installation of new sidewalk is estimated at \$16.00 per lineal foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the projects.

Niksich will be a main point of contact during construction. The street project will be a major reconstruction of the road. There will be some inconveniences during the project, but they will hopefully be limited. Before construction, a letter will be sent with contact information for Niksich, the project inspector, and the contractor. The reconstruction will consist of the replacement of sanitary sewer, watermain, and storm sewer. Some of the utilities are 20 feet deep, so the entire width of the road will be excavated. There will be portions of time when some will not have access to their driveway. You will be notified before that happens. Before the contractor leaves for the day the trenches will be closed and you will be able to get to your house. Contractors do work late hours and where they are working will change from when you leave in the morning and return in the evening. The roads will be closed to thru traffic. The only people that should be using the road is the contractor and people getting to and from their house.

Mail delivery will continue during the project; however, it is likely that clusters of temporary mailboxes will be set up for letter mail delivery. Any parcels will be saved at the post office and will have to be picked up. Letters will be sent out prior to this starting.

When the watermain is being replaced, temporary water will have to be set up. A 2" PVC line will be placed on the street. The line will be buried at the driveway so it can be driven over. The line will be exposed along the sidewalk and other areas. It will be just like receiving your normal city water.

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No further comments were received, and the public hearing was closed.

Lindman moved to adjourn the meeting. Seconded by Jacobson and the motion passed. Meeting adjourned at approximately 4:20 pm.

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

ORDINANCE OF THE PLAN COMMISSION			
Rezone 327 N 3 rd St from Downtown High-Rise Mixed Use (DRMU) Zoning District to Downtown Historic Mixed-Use (DHMU) Zoning District.			
Committee Action:	Approved 5-0	Ordinance Number:	61-4057-738
Fiscal Impact:	None		
File Number:	25-0105	Date Introduced:	January 14, 2025

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

Section 1. That the site of lands described as follows:

ORIG PLAT CITY OF WAUSAU PT OF LOTS 6 7 & 8 BLK 18 COM AT NW COR OF
LOT 8 S 51.6' E 83' S 15.92' E 6' S 1.14' E 30' S 4.34' E 8.17' N 73' W 127.17' TO BEG

now comprising a Downtown High-Rise Mixed Use (DRMU) Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to Downtown Historic Mixed-Use (DHMU) Zoning District.

Section 2. This change in zoning shall be designated on the official city zoning map.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 17, 2024, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Bruce Bohlken, Andrew Brueggeman, George Bornemann.

Staff Present: William Hebert, Brad Lenz, Andrew Lynch, Randy Fifrick, Samantha Kulig.

Others Present: Ryan Gallagher, Tim Schmidt, Christine Martens, Alderperson Gary Gisselman.

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

Mayor Doug Diny called the meeting to order at approximately 5:01 p.m. noting that a quorum was present.

PUBLIC HEARING: Discussion on rezoning 327 N 3rd St from a DRMU to DHMU to allow for a restaurant and event space. (Clyde & Co Holdings)

Mayor Diny opened the public hearing.

Christine Martens, resident of 1228 Arthur St and representative of Friends of Wausau Historical Landmark (FWHL). Martens wanted to clarify what was addressed to media regarding this petition. FWHL stated that the H T Cobblery is part of the historic downtown and is, therefore, of interest. Though this building is not a landmark candidate, FWHL believes that the building should be repurposed or revitalized with necessary alteration, if possible, rather than being razed. FWHL recommends developer to consider options, 1 or 2 that was provided in proposal rather option 3 which stated to rebuild current foundation walls which entails razing. FWHL does not disagree on the rezoning but want to bring close attention for the future possibilities of this property.

Alderperson Gary Gisselman, 319 Park Ave addressed that this property does get reviewed by the Historic Preservation Commission due to the property being in the Downtown Historic District.

Ryan Gallagher, owner of 327 N 3rd St, stated that there are in the planning stage currently. The business owner of H T Cobblery which currently occupies this property is looking to retire in the coming months. Gallagher stated that there are renovations to be made for the condition of the building.

Tim Schmidt, project manager from Boldt Company is working with Gallagher on this project. Schmidt explained that one of the reasons for rezoning is to conform with the zoning district. Currently the DHMU allows 4 or more stores, whereas the proposed zoning will conform with our vision of having a 2nd story. Schmidt provided 3 different options for renovating the space. Option 1 and 2 are utilizing the existing masonry that is currently in place and fishing in a structural steel into the facility in order to add on the 2nd level. Option 3 is to remove the masonry walls because we do not know the extent of the structural capacity of those walls currently and the vision is to have new openings but that will lead to potential structural steel and masonry issues. Lots of uncertainty of the masonry makes this project challenging. The vision is to reutilize the existing footings, foundation, and flooring system by reinforcing it with structural columns, but the roof would be removed to add the 2nd level that overlooks the 400-block. The current structure would have to be heavily modified in order to accommodate that, and option 3 provides more flexibility & capability of making thing right, sustainable, and designed-appropriately for that use of space.

Gallagher also stated that there is a lot of asbestos within the building as well.

Mayor Diny closed the public hearing.

Discussion and possible action on rezoning 327 N 3rd St from a DRMU to DHMU to allow for a restaurant and event space. (Clyde & Co Holdings)

Brad Lenz explained that the property is currently zoned as DRMU, but the rest of the block is zoned as DHMU. Lenz

also stated the issue with the vision for a 2-story building will not conform to its current zoning DRMU where a minimum of 4-stories is required.

Bornemann asked staff if there is a design standard that must be met for review. Lenz stated that there is a building design standard for all zoning districts, especially commercial zoning districts. For instance, downtown zoning districts must be made of masonry and glass. There is also a review done by the Historic Preservation Commission, but the review is advisory only. The city is able to enforce zoning codes and exterior design standards towards the look of the building.

Bornemann asked staff if there were some intentions years back of having a building 4-or-more-stories on this location. Lenz responded there were conceptual plans and discussion with developers and staff, but it never came to fruition. Bornemann also asked for confirmation that the action is to decide if the proposed zoning district aligns with the neighborhood and the comprehensive plan provided. Lenz confirmed and stated staff recommended approval of rezoning since proposal met those conditions. Lenz also stated that the proposed zoning is slightly more restrictive than the current zoning because it only allows 2-4 stories whereas current allows 4 or more stories.

Lindman asked staff if this will go through Plan Commission again as a general development plan or does this get handled by city staff and city's zoning requirements if this plan goes forward. Lenz responded that if the rezoning is approved by Council, then it will go through staff and follow zoning ordinances; it does not follow the example of a PUD zoning district where it comes back to Plan Commission for review.

Motion by Brueggeman and seconded by Bornemann. Approved 5-0.



STAFF REPORT

To: Plan Commission
Prepared By: Brad Lenz
Date: December 12, 2024

REQUESTED ACTION:

Zoning Map Amendment

327 N. 3rd Street from DRMU to DHMU

LOCATION:	327 N. 3 rd Street
APPLICANT:	Clyde & Company Holdings, LLC
EXISTING ZONING:	Downtown High-Rise Mixed Use (DRMU)
EXISTING LAND USE:	Retail store
SIZE OF PARCEL:	0.17 acres
REQUESTED ZONING:	Downtown Historic Mixed-Use (DHMU)
PURPOSE:	To allow for a two-story restaurant and event space.
COMPREHENSIVE PLAN:	Chapter 7 – Downtown • Objective 1: Support development and redevelopment to ensure that Downtown Wausau is a livable, accessible environment for all people. • Objective 2: Invest in Downtown Wausau as an economic engine for the City and a major place of employment. • Object 3: Expand civic uses and activities that make Downtown Wausau a cultural destination for the community and the region.

BACKGROUND INFORMATION:

The petitioners are seeking the zoning change to allow for the construction of a two-story building across the street from the 400 Block in downtown Wausau. The existing building would be razed, with the foundation remaining in place for the rebuild.

The majority of the second story of the new building would be a rooftop patio, but it would also contain interior event space, bathrooms, mechanicals, and access (i.e., stairs and an elevator) to the second floor.

The current zoning district, Downtown High-Rise Mixed Use (DRMU), requires a minimum of four stories on a new building. The proposed zoning district, Downtown Historic Mixed-Use (DHMU), allows between two and five stories. The uses allowed in each district are essentially the same, with the main differences being in the density, intensity, and bulk regulations. Because of these regulations, the proposed zoning district can be seen as slightly more restrictive than the current one.

AMENDMENTS TO ZONING MAP

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council. Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency
2. Is in harmony with the Comprehensive Plan
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

ADVANCES THE PURPOSES OF THIS CHAPTER (#1)

The purpose of the Zoning Chapter (Title 23 of the Municipal Code) is protecting the health, safety, morals comfort, convenience, and general welfare of the public. The proposed zoning change is in keeping with this purpose, as well as with DOA and FEMA rules.

COMPLIANCE WITH COMPREHENSIVE PLAN (#2)

The Comp Plan contains a chapter designated to the Downtown and its development/redevelopment. Besides the Objectives noted on Page 1 of this report, the Comp Plan lists a number of action steps that are relevant to the proposed rezoning:

- Support economic revitalization of downtown by encouraging diverse economic activity, including... food/beverage, and entertainment...
- Continue to emphasize downtown redevelopment projects that contribute to “round-the-clock” activity in the CBD.

- Preserve the historic character of downtown buildings while accommodating new urban infill development.
- Strengthen the historic downtown core as a pedestrian-oriented retail, entertainment, and cultural district.

COMPATIBILITY WITH EXISTING NEIGHBORHOOD CHARACTER (#3)

The proposed zoning district would allow a new development to be more in character with the other properties on the block, which are all currently zoned Downtown Historic Mixed Used District (DHMU). The block-faces of 3rd Street in the immediate vicinity are of a typical “Main Street” character, which is the intent of the DHMU.

ADDITIONAL FACTORS (#4)

The existing zoning district was established when the new zoning code and map took effect on January 1, 2020. At the time, the subject property was potentially going to become a multi-story mixed-use development. The pandemic and subsequent market changes affected the viability of that project. The proposed zoning reflects a more moderate approach based on current market conditions.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the zoning map amendment.

COMMITTEE ACTION

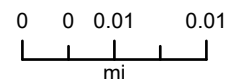
Plan Commission may approve or deny. The request will then proceed to Common Council for final consideration.

Attachments: zoning map, building plans

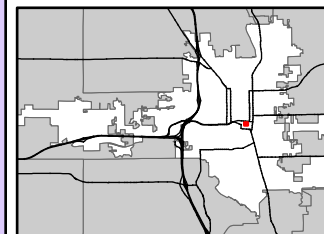
ArcGIS Web Map

City of Wausau

Date:

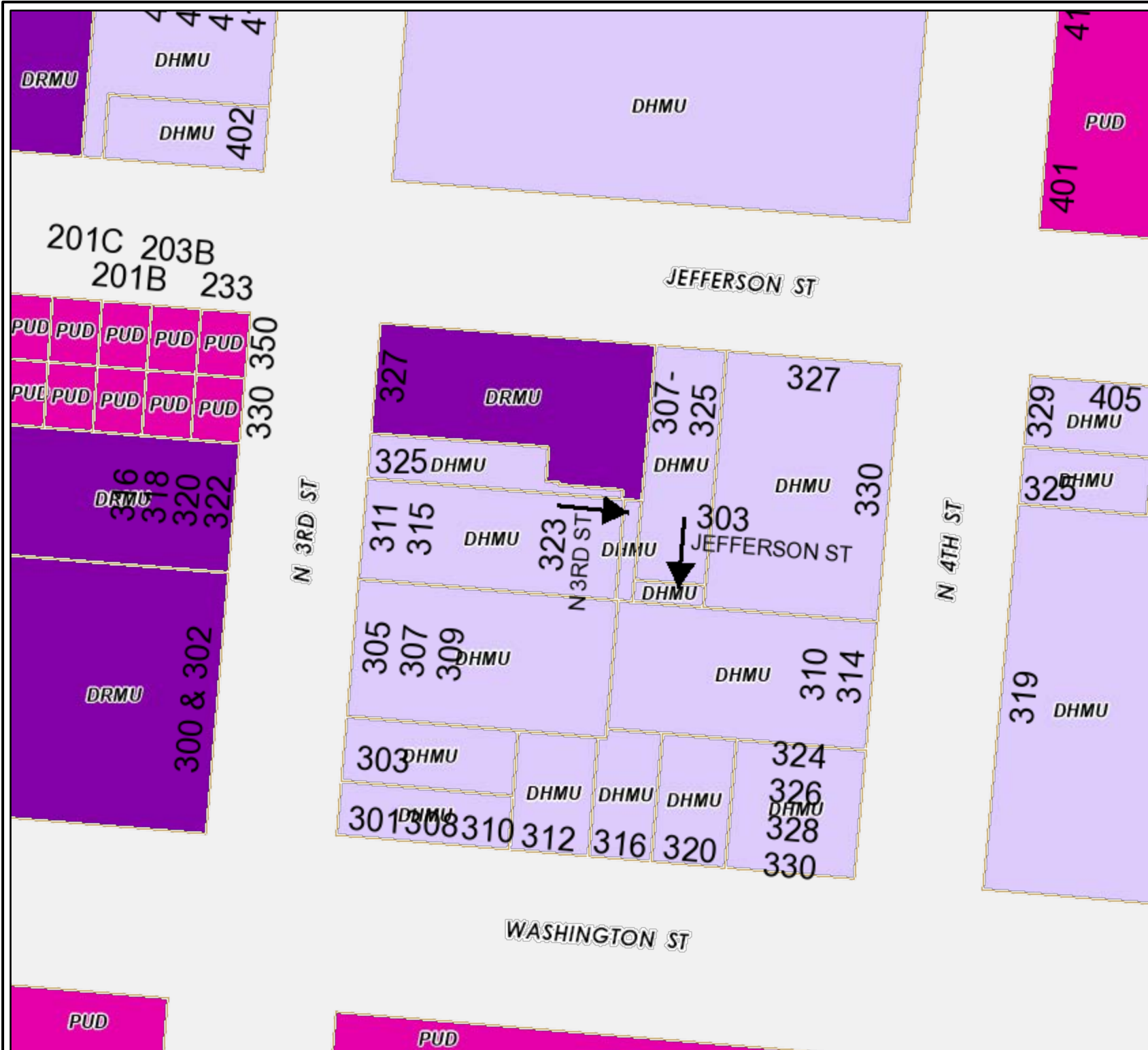


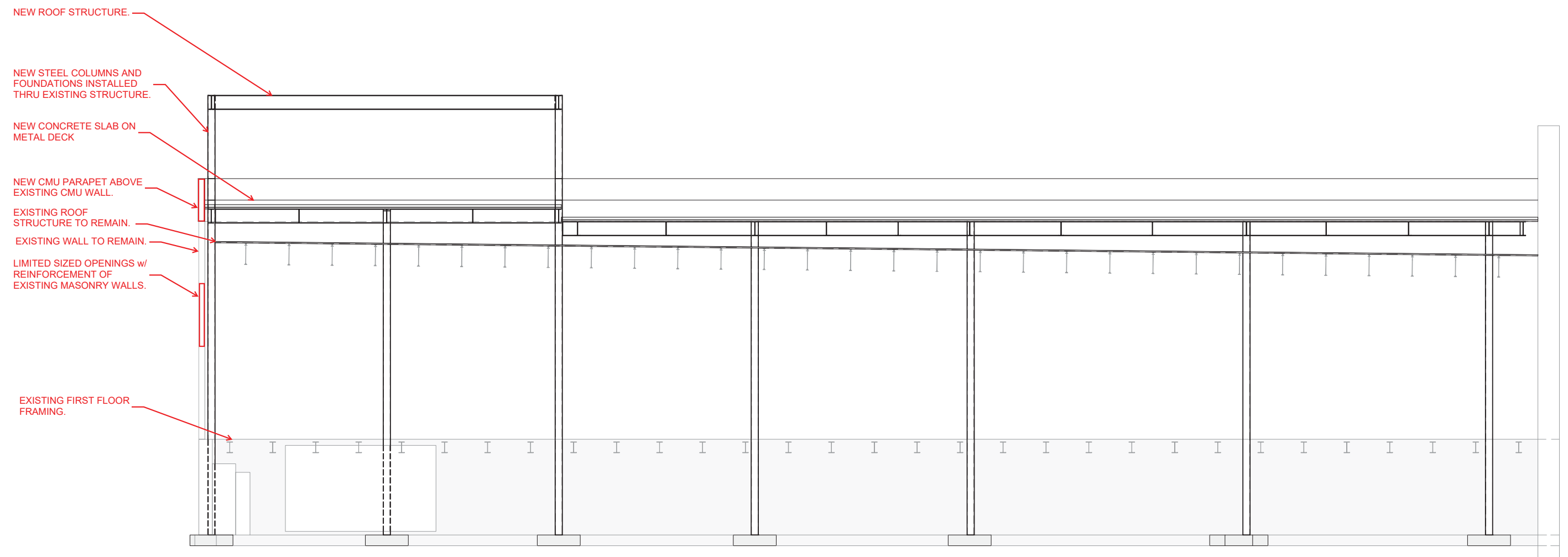
- Municipal Boundaries
- Right Of Way
- Parcel
- PUD - Planned Unit Development
- DHMU - Downtown Historic Mixed-Use
- DRMU - Downtown High-Rise Mixed-Use
- Zoning (Label Only)



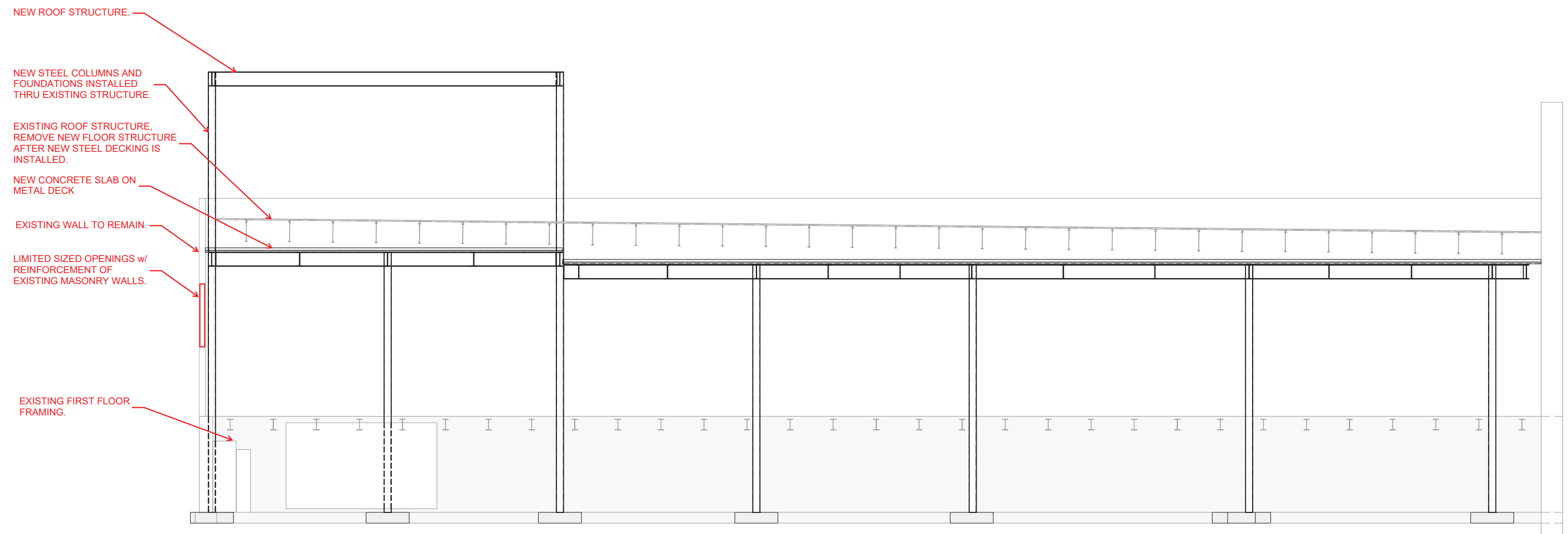
NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

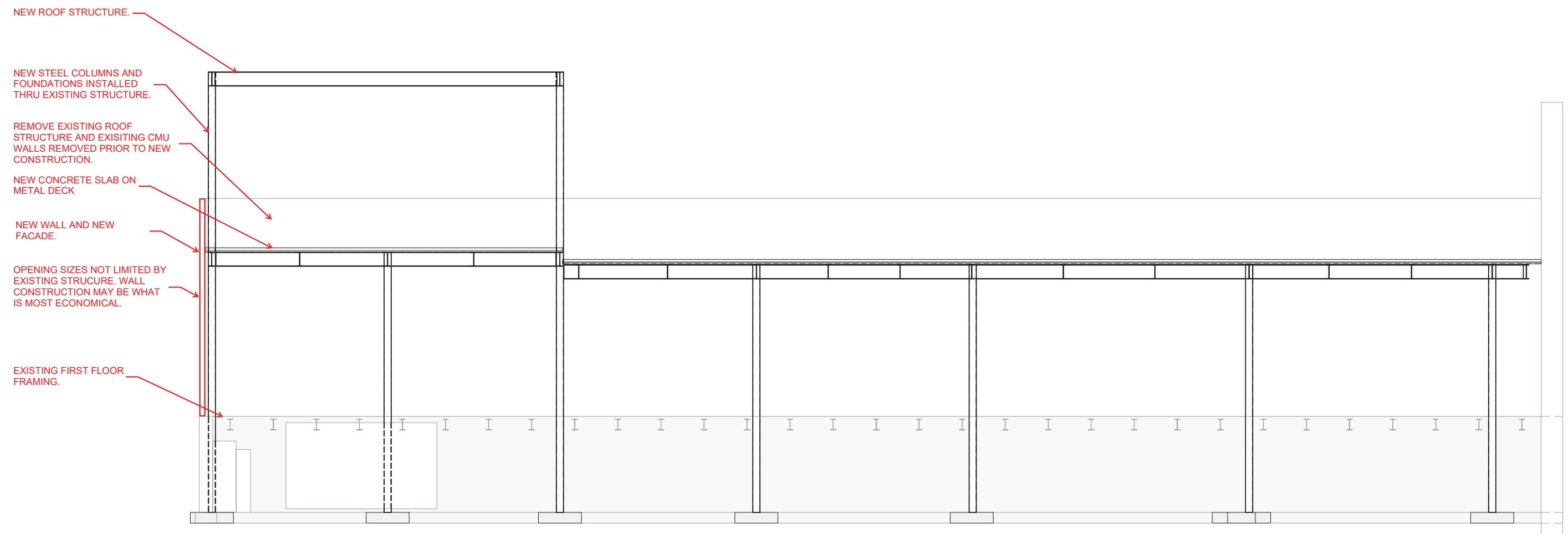




OPTION 1: NEW STRUCTURE INSTALLED OVER EXISTING



OPTION 2: NEW STRUCTURE INSTALLED BELOW EXISTING



OPTION 3: NEW STRUCTURE BUILT ABOVE EXISTING FOUNDATION

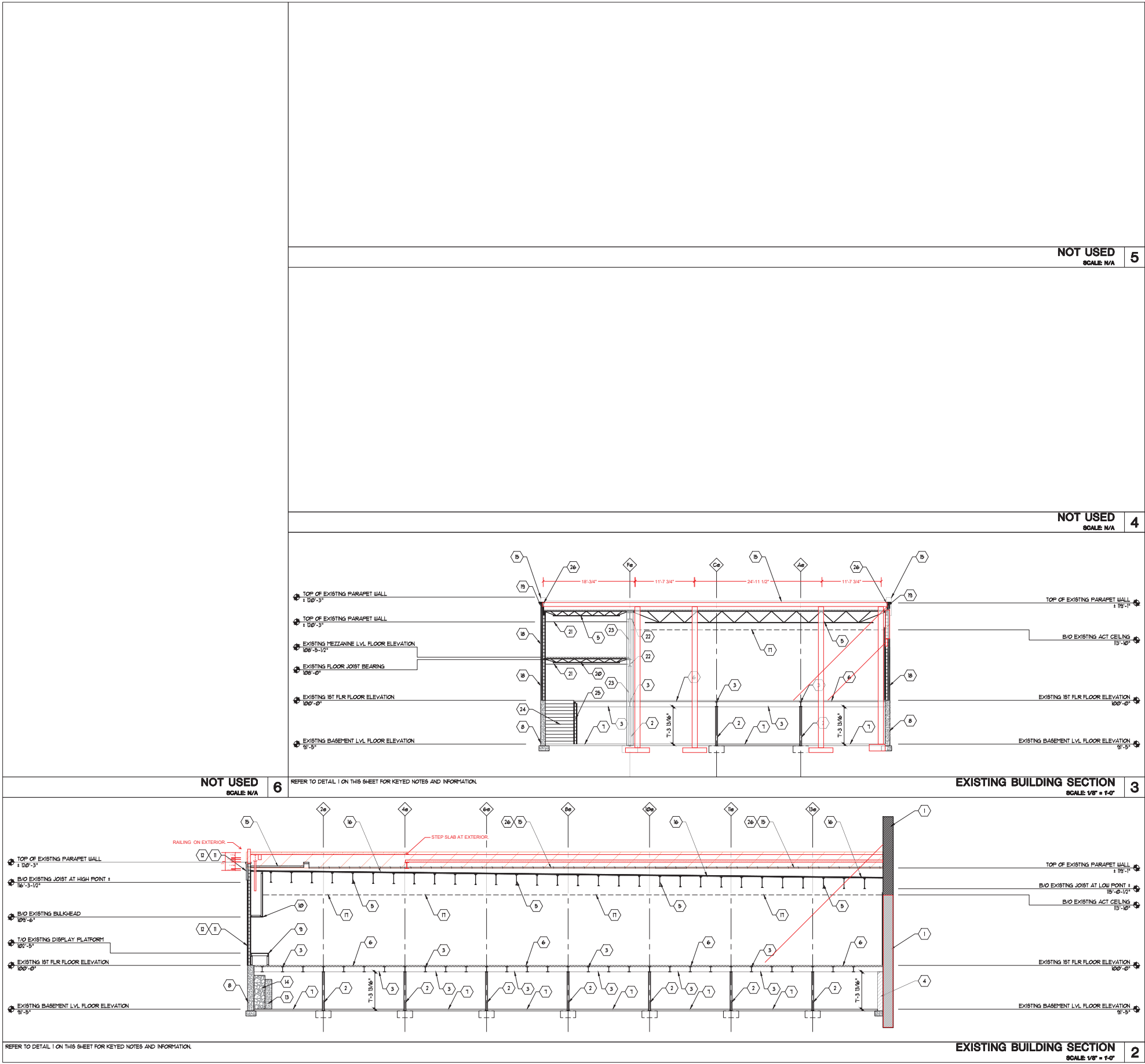


- EXISTING ROOF FRAMING PLAN KEYED NOTES:
- (10) EXISTING STEEL ROOF BAR JOIST. TYPICAL.
 - (11) EXISTING WALL BELOW, SHOWN FOR GENERAL REFERENCE.
 - (12) EXISTING SOFFIT WALL BELOW, SHOWN FOR GENERAL REFERENCE.
 - (13) EXISTING STEEL ROOF BAR JOIST BEAM. TYPICAL.
 - (14) EXISTING 4 APPROXIMATE LOCATION OF THE EXISTING ROOF TOP UNIT, ABOVE, SHOWN FOR GENERAL REFERENCE.
 - (15) EXISTING STEEL ROOF BEAM.
 - (16) EXISTING 4 APPROXIMATE LOCATION OF THE EXISTING ROOF ACCESS HATCH, ABOVE, SHOWN FOR GENERAL REFERENCE.
 - (17) EXISTING 4 APPROXIMATE LOCATION OF THE EXISTING ROOF EQUIPMENT, ABOVE, SHOWN FOR GENERAL REFERENCE.

- PRELIMINARY -
FOR ESTIMATING AND REVIEW ONLY

DO NOT SCALE THESE DRAWINGS

PERSPECTIVE DESIGN, INC. 1596 W. North Avenue Wausau, WI 54985 Tel (715) 309-1760 Fax (715) 309-1761							
Tenant Improvement For:							
The Cobblery							
327 North 3rd Street Wausau, WI 54403							
DRAWING TITLE	TITLE BOX IS 12 x 12	DATE	SHEET NO OF SHEETS	REV. #	REV. DATE	DESCRIPTION	REV. BY:
EXISTING MEZZANINE LEVEL FRAMING & ROOF PLANS		09/02/24	AS NOTED				
		DRAWN: WHC	JOB: 24-074				
		GREET:					
EX103							



EXISTING NOTES:

- EXISTING PLANS AND STRUCTURAL INFORMATION FOR REFERENCE ONLY. ALL CONDITIONS MUST BE VERIFIED IN FIELD BEFORE BIDDING / CONSTRUCTION BEGINS. CONTACT ARCHITECT WITH ANY AND ALL DISCREPANCIES PRIOR TO CONTINUING WITH WORK.
- G.C. TO VERIFY ALL PUBLIC AND PRIVATE UTILITY LOCATIONS AND SIZES (ELECTRICAL, GAS, SANITARY, STORM, WATER, ETC.) WITH LOCAL MUNICIPALITY. A OWNER PRIOR TO DEMOLITION. UTIL. SERVICE EXISTS AT CURRENT STRUCTURE. MODIFY AS NECESSARY.
- DO NOT SCALE THESE DRAWINGS.
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EXISTING SECTION NOTES

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Full Size Print - 36" x 42" Sheet

DATE: 09/02/24

SCALE: AS NOTED

DRAWN: WHC

JOB: 24-074

SHEET: EX301

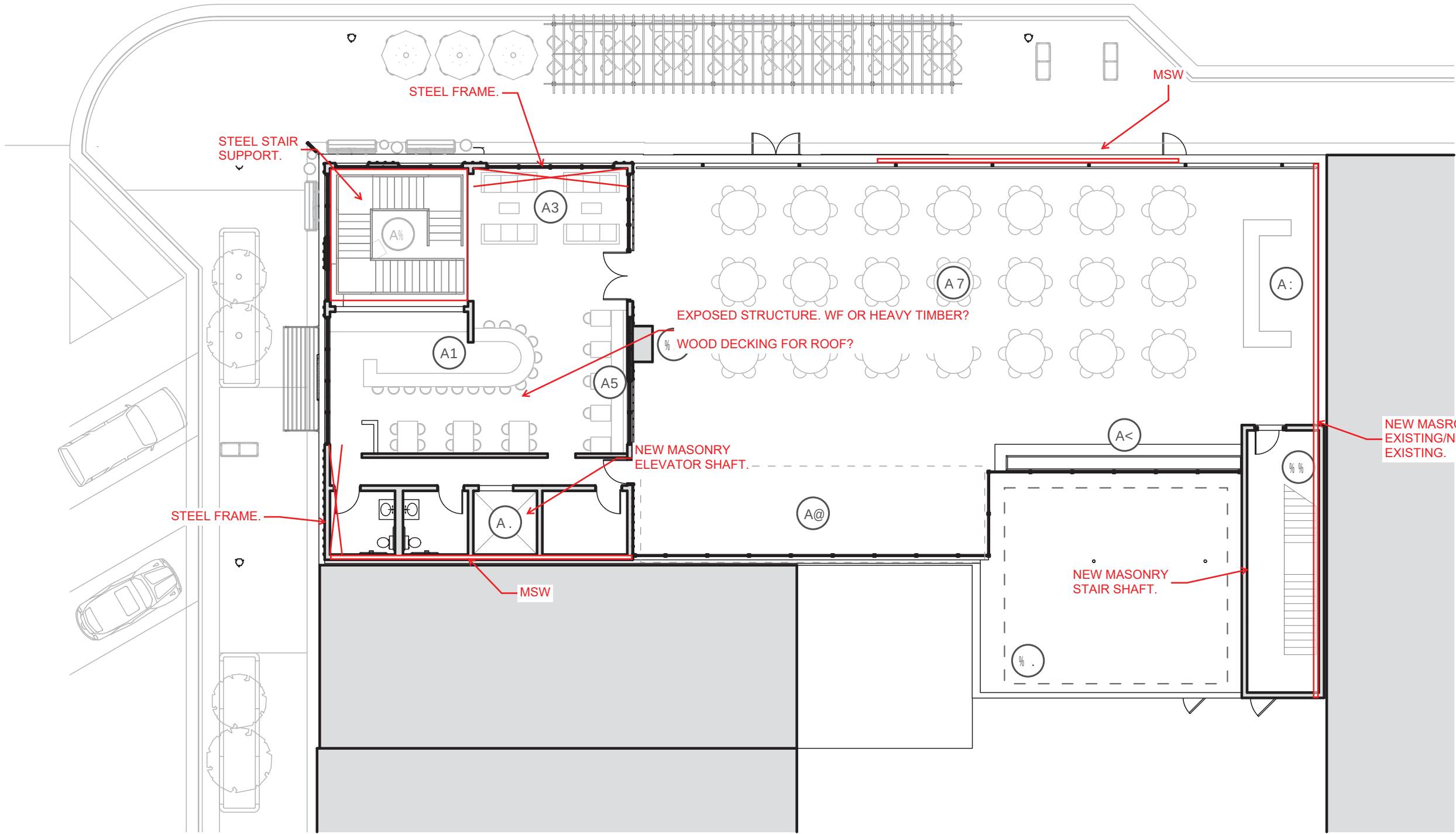
Project: The Cobblery
327 North 3rd Street
Wausau, WI 54403

Tenant Improvement For:

PERSPECTIVE DESIGN, INC.
1100 W. JEFFERSON STREET
WAUSAU, WI 54403
TEL (715) 839-1780 FAX (715) 839-1781

DRAWING TITLE: EXISTING BUILDING SECTIONS

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STAFF REPORT

To: Plan Commission
Prepared By: Brad Lenz
Date: December 12, 2024

REQUESTED ACTION:

Zoning Map Amendment

327 N. 3rd Street from DRMU to DHMU

LOCATION:	327 N. 3 rd Street
APPLICANT:	Clyde & Company Holdings, LLC
EXISTING ZONING:	Downtown High-Rise Mixed Use (DRMU)
EXISTING LAND USE:	Retail store
SIZE OF PARCEL:	0.17 acres
REQUESTED ZONING:	Downtown Historic Mixed-Use (DHMU)
PURPOSE:	To allow for a two-story restaurant and event space.
COMPREHENSIVE PLAN:	Chapter 7 – Downtown • Objective 1: Support development and redevelopment to ensure that Downtown Wausau is a livable, accessible environment for all people. • Objective 2: Invest in Downtown Wausau as an economic engine for the City and a major place of employment. • Object 3: Expand civic uses and activities that make Downtown Wausau a cultural destination for the community and the region.

BACKGROUND INFORMATION:

The petitioners are seeking the zoning change to allow for the construction of a two-story building across the street from the 400 Block in downtown Wausau. The existing building would be razed, with the foundation remaining in place for the rebuild.

The majority of the second story of the new building would be a rooftop patio, but it would also contain interior event space, bathrooms, mechanicals, and access (i.e., stairs and an elevator) to the second floor.

The current zoning district, Downtown High-Rise Mixed Use (DRMU), requires a minimum of four stories on a new building. The proposed zoning district, Downtown Historic Mixed-Use (DHMU), allows between two and five stories. The uses allowed in each district are essentially the same, with the main differences being in the density, intensity, and bulk regulations. Because of these regulations, the proposed zoning district can be seen as slightly more restrictive than the current one.

AMENDMENTS TO ZONING MAP

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council. Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency
2. Is in harmony with the Comprehensive Plan
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

ADVANCES THE PURPOSES OF THIS CHAPTER (#1)

The purpose of the Zoning Chapter (Title 23 of the Municipal Code) is protecting the health, safety, morals comfort, convenience, and general welfare of the public. The proposed zoning change is in keeping with this purpose, as well as with DOA and FEMA rules.

COMPLIANCE WITH COMPREHENSIVE PLAN (#2)

The Comp Plan contains a chapter designated to the Downtown and its development/redevelopment. Besides the Objectives noted on Page 1 of this report, the Comp Plan lists a number of action steps that are relevant to the proposed rezoning:

- Support economic revitalization of downtown by encouraging diverse economic activity, including... food/beverage, and entertainment...
- Continue to emphasize downtown redevelopment projects that contribute to “round-the-clock” activity in the CBD.

- Preserve the historic character of downtown buildings while accommodating new urban infill development.
- Strengthen the historic downtown core as a pedestrian-oriented retail, entertainment, and cultural district.

COMPATIBILITY WITH EXISTING NEIGHBORHOOD CHARACTER (#3)

The proposed zoning district would allow a new development to be more in character with the other properties on the block, which are all currently zoned Downtown Historic Mixed Used District (DHMU). The block-faces of 3rd Street in the immediate vicinity are of a typical “Main Street” character, which is the intent of the DHMU.

ADDITIONAL FACTORS (#4)

The existing zoning district was established when the new zoning code and map took effect on January 1, 2020. At the time, the subject property was potentially going to become a multi-story mixed-use development. The pandemic and subsequent market changes affected the viability of that project. The proposed zoning reflects a more moderate approach based on current market conditions.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the zoning map amendment.

COMMITTEE ACTION

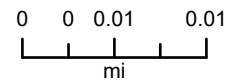
Plan Commission may approve or deny. The request will then proceed to Common Council for final consideration.

Attachments: zoning map, building plans

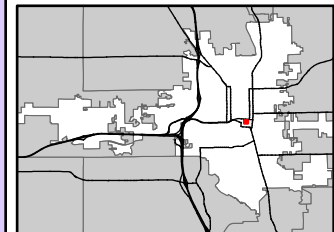
ArcGIS Web Map

City of Wausau

Date:

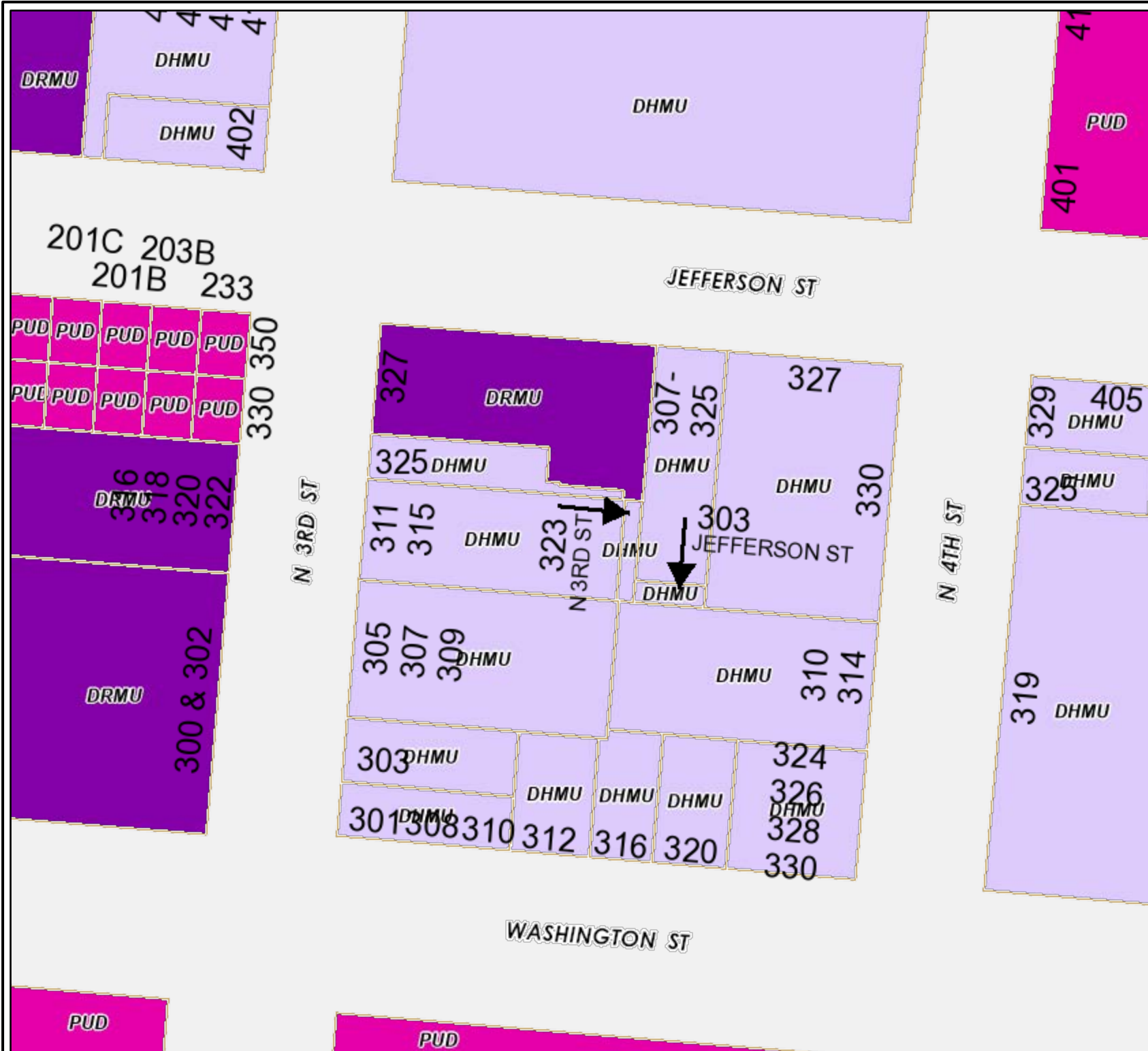


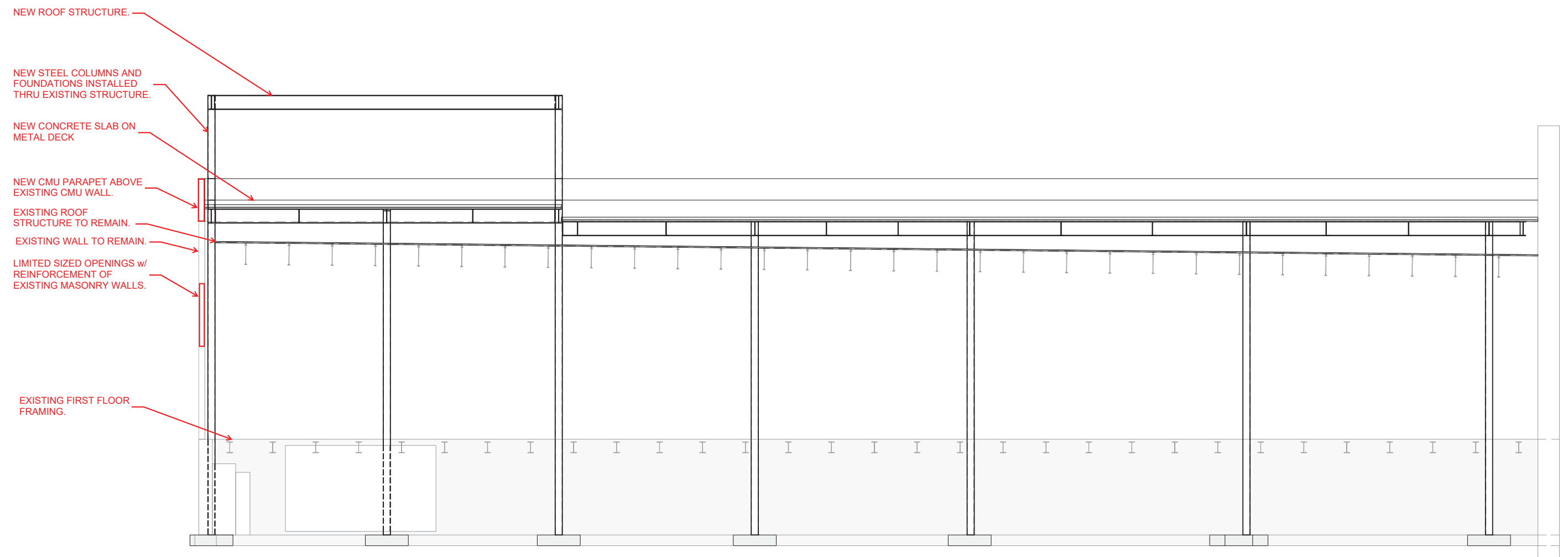
- Municipal Boundaries
- Right Of Way
- Parcel
- PUD - Planned Unit Development
- DHMU - Downtown Historic Mixed-Use
- DRMU - Downtown High-Rise Mixed-Use
- Zoning (Label Only)



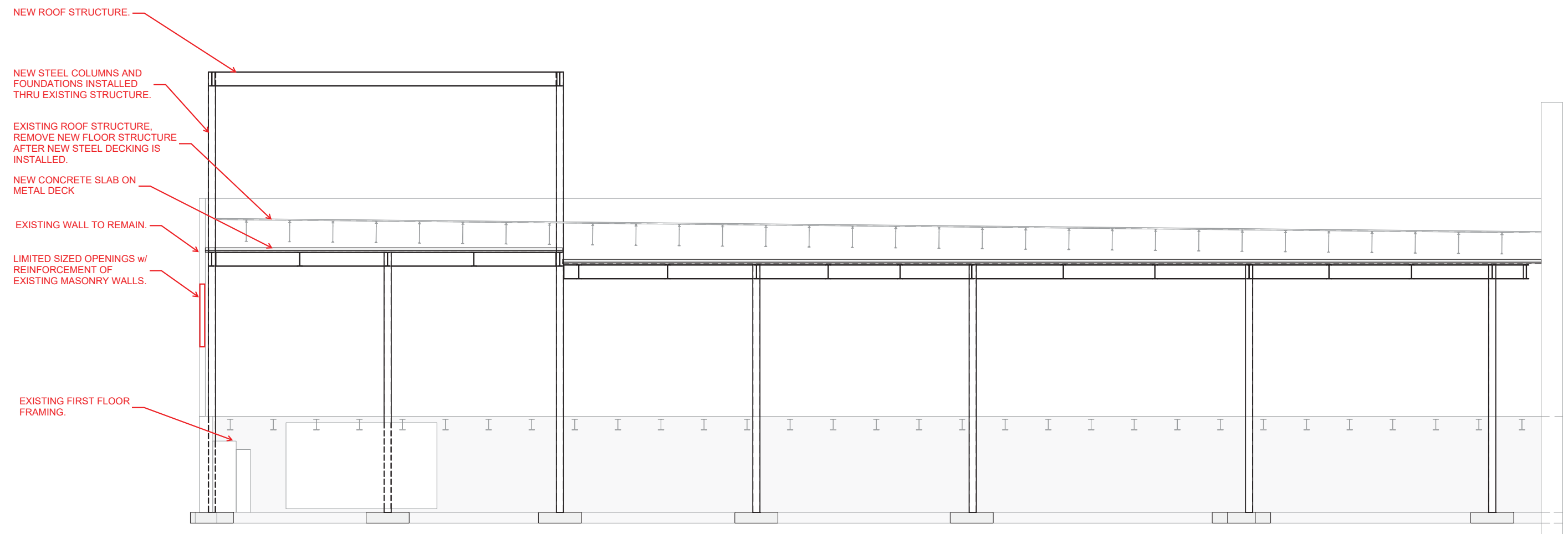
NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

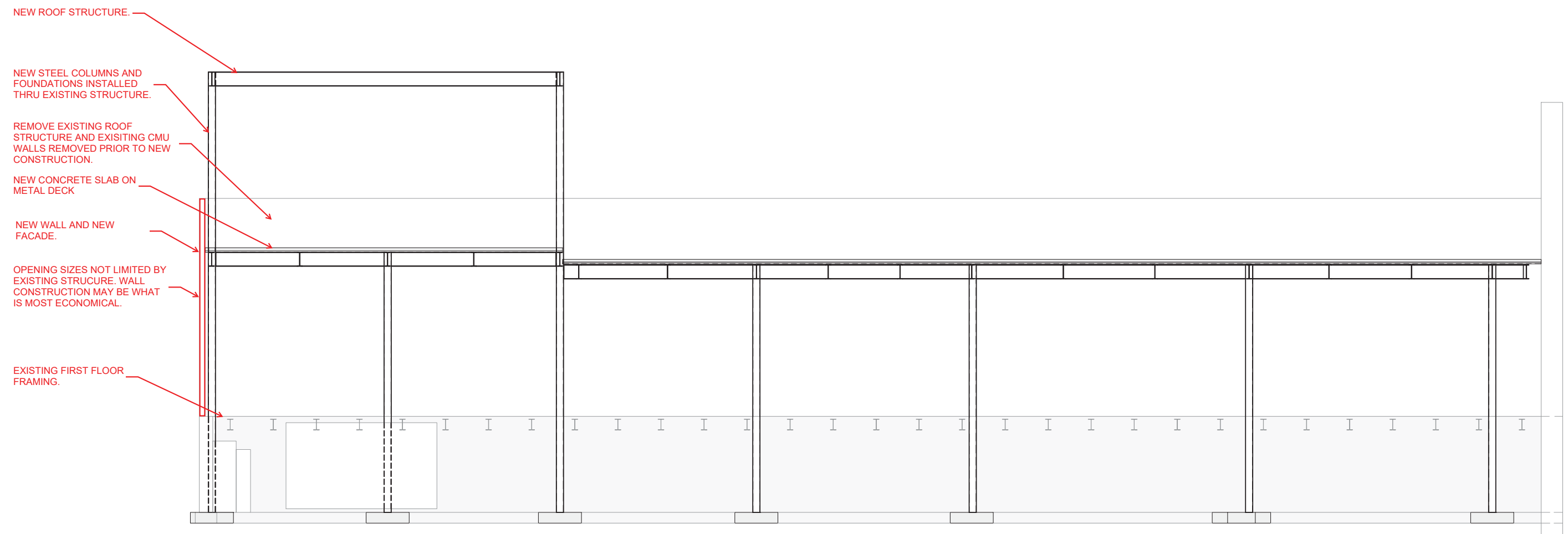




OPTION 1: NEW STRUCTURE INSTALLED OVER EXISTING



OPTION 2: NEW STRUCTURE INSTALLED BELOW EXISTING



OPTION 3: NEW STRUCTURE BUILT ABOVE EXISTING FOUNDATION

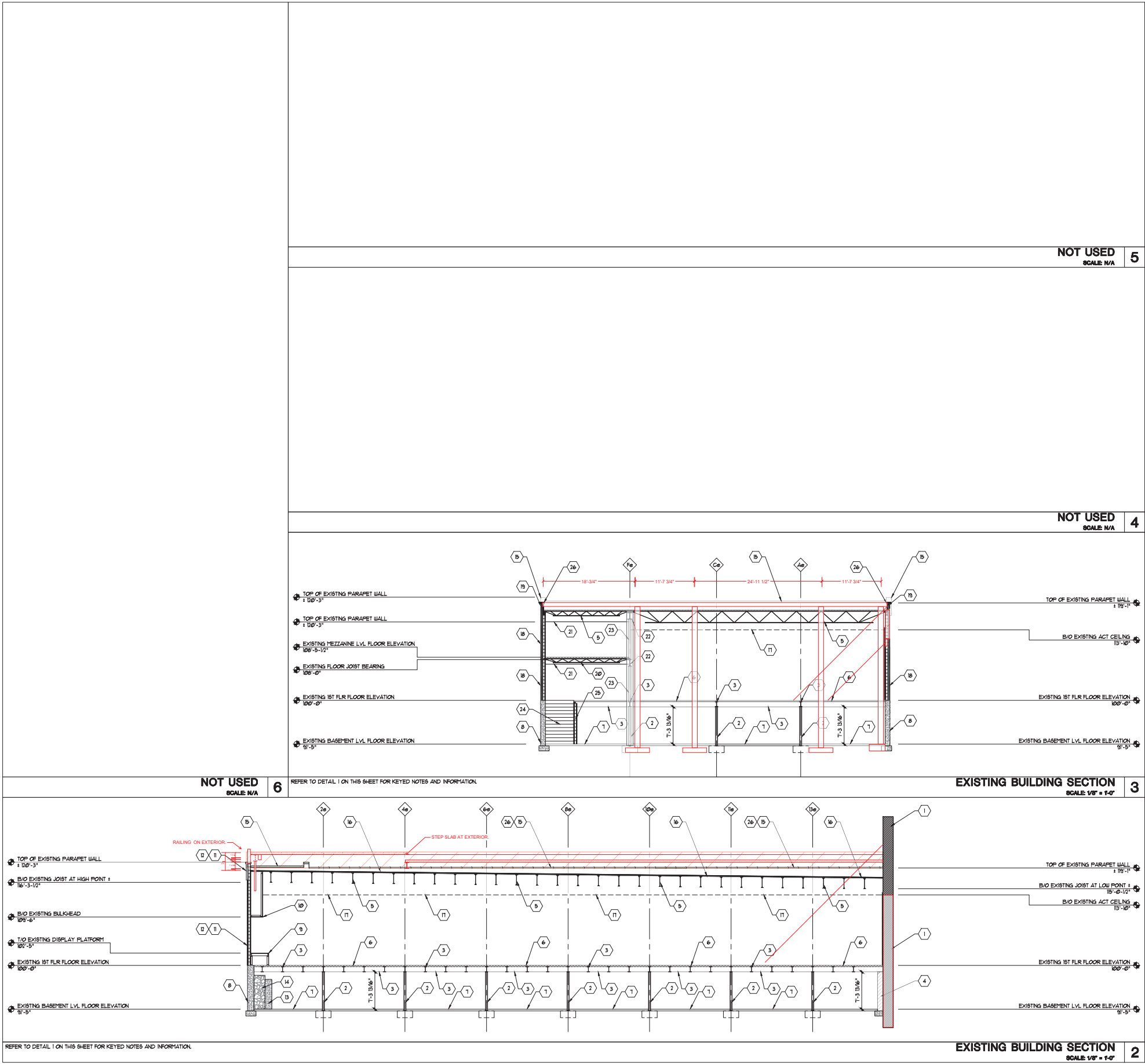


- EXISTING ROOF FRAMING PLAN KEYED NOTES:
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 - (11) EXISTING WALL BELOW, SHOWN FOR GENERAL REFERENCE.
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 - (14) EXISTING 4 APPROXIMATE LOCATION OF THE EXISTING ROOF TOP UNIT, ABOVE, SHOWN FOR GENERAL REFERENCE.
 - (15) EXISTING STEEL ROOF BEAM.
 - (16) EXISTING 4 APPROXIMATE LOCATION OF THE EXISTING ROOF ACCESS HATCH, ABOVE, SHOWN FOR GENERAL REFERENCE.
 - (17) EXISTING 4 APPROXIMATE LOCATION OF THE EXISTING ROOF EQUIPMENT, ABOVE, SHOWN FOR GENERAL REFERENCE.

- PRELIMINARY -
FOR ESTIMATING AND REVIEW ONLY

DO NOT SCALE THESE DRAWINGS

 PERSPECTIVE DESIGN, INC. 1585 W. North Avenue Wausau, WI 54985 Tel (414) 339-1780 Fax (414) 339-1781	Tenant Improvement For: The Cobbley 327 North 3rd Street Wausau, WI 54403	
	Project:	
DRAWING TITLE: EXISTING MEZZANINE LEVEL FRAMING & ROOF PLANS	THIS BOX IS 12×14	
DATE:	09/02/24	
SCALE:	AS NOTED	
DRAWN:	WHC	
JOB:	24-074	
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EX103		



EXISTING NOTES:

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DATE: 09/02/24

SCALE: AS NOTED

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JOB: 24-074

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PROJECT

Tenant Improvement For

The Cobblery

327 North 3rd Street

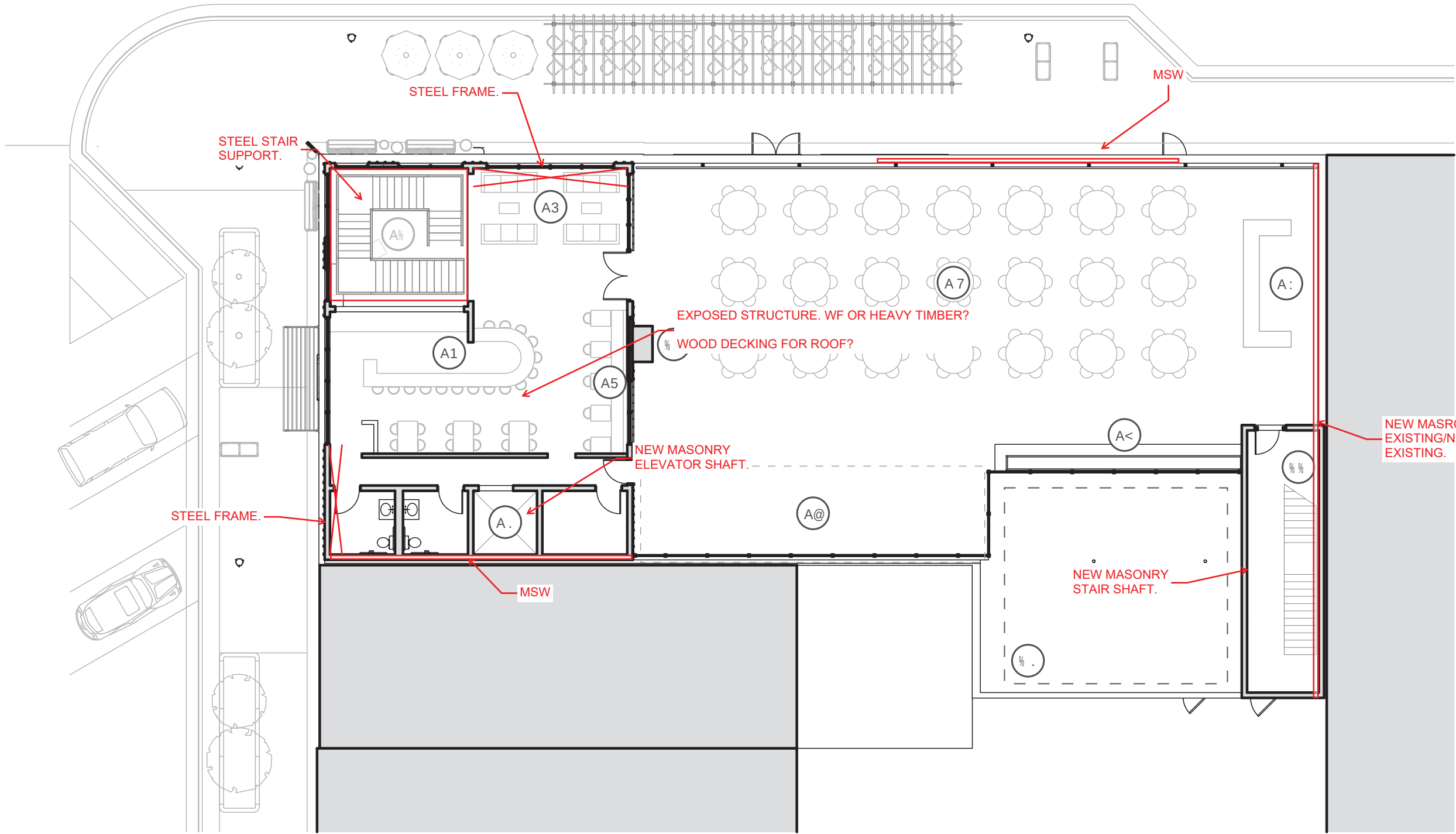
Wausau, WI 54403

PERSPECTIVE DESIGN, INC.

1100 W. ALBERTA STREET

WAUSAU, WI 54403

TEL (715) 838-1780 FAX (715) 838-1781



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 25-0108

Date Introduced: January 14, 2024

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒	No ☐	
	Included in Budget:	Yes ☐	No ☐	Budget Source:
	One-time Costs:	Yes ☐	No ☐	Amount:
	Recurring Costs:	Yes ☐	No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐	No ☐	Amount:
	Grant Financed:	Yes ☐	No ☐	Amount:
	Debt Financed:	Yes ☐	No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐	No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its December 16, 2024, meeting, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval, now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

Doug Diny, Mayor



Council Date 01/14/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
202787	9010 - Bartender/Operator New	CLOUGH, TREVOR	24 WILSON AVE ROTHSCHILD WI 54474		TRUE NORTH #855	11/13/2024	06/30/2025	No	No	
202723	9011 - Bartender/Operator 2-Yr Renewal	SPERKA, SARA	710 N 6TH ST WAUSAU WI 54403		COP SHOPPE PUB	07/01/2024	06/30/2026	No	No	
151484	9011 - Bartender/Operator 2-Yr Renewal	TESSMER, KARISSA	713 PLUMER WAUSAU WI 54403		DAY'S BOWL-A-DOME	07/01/2024	06/30/2026	No	No	
209664	9064 - "Class B" Beer & Liquor	HOELTER, LEAH	943 SINGLE AVE WAUSAU WI 54403		GLASS & GRAIN HOUSE			Yes	Yes	
202767	9068 - "Class B" Beer & Liquor Reserve	ASCHBRENNER, MATTHEW	1100 HIGHLAND PARK BLVD WAUSAU WI 54403		ASCH GARDENS	12/23/2024	06/30/2025	Yes	Yes	

Total Licenses

4

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, December 16, 2024, at 5:15 p.m., Council Chambers

Members Present: Lisa Rasmussen (C), Lou Larson (VC), Becky McElhaney, Carol Lukens

Members Excused: Sarah Watson

Others Present: Anne Jacobson, Mathew Barnes, Jeremy Kopp, Peter Fish, Tracy Durante

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:15 p.m.

Consider approval or denial of various license applications.

Rasmussen stated there were denial recommendations for Trevor Clough, applicant for New Bartender/Operator License, and Sara Sperka and Karissa Tessmer, applicants for Bartender/Operator License Renewal. It was noted these applicants did not appear to appeal their decisions.

Rasmussen stated the Liquor License Review Subcommittee met immediately before this meeting with Asch Gardens LLC, owners Kristen and Matthew Aschbrenner, doing business as Asch Gardens, MOCA, Inc., agent., Kristi Nowitzke doing business as Wausau Museum of Contemporary Art, and Glass & Grain House LLC, owners Leah and Erich Hoelter, doing business as Glass & Grain House, applicants for a “Class B” Beer & Liquor License. It was stated the subcommittee voted unanimously to move forward with the recommendation of Glass & Grain House LLC, owners Leah and Erich Hoelter, doing business as Glass & Grain House. It was stated this applicant was recommended due to already operating with an alcohol license.

Rasmussen stated the Liquor License Review Subcommittee met immediately before this meeting with Asch Gardens LLC, owners Kristen and Matthew Aschbrenner, doing business as Asch Gardens, and Onora Hotels LLC, owners Juan Antonio Casarrubias and Lesli Iverson, doing business as Venado Cafe & Wine Bar, applicants for “Class B” Beer & Liquor Reserve Licenses. It was stated the subcommittee voted unanimously to move forward with the recommendation of both applicants.

Motion by Larson, seconded by Lukens, to accept or deny license as recommended by staff. Motion carried 4-0.

Kody Hart, Deputy City Clerk



TEL: (715) 261-6616
FAX: (715) 261-6626

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

RE: Approve or deny various licenses as indicated on the attached summary report of all applications received.

DATE: December 12, 2024

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or a designee. In accordance with city ordinance, all permits approved are held for debts owed to the city until the debt is paid in full.

STAFF RECOMMENDATIONS

Approve or deny as indicated on the summary report attached, including those that may be introduced at the meeting. Further summaries on staff recommendations are outlined below.

1. **Denial Recommendations – Bartender/Operator New License: Trevor Clough** – This application is recommended for denial due to habitual criminality and methamphetamine distribution. **Bartender/Operator 2-Year Renewal License: Sara Sperka** – This application is recommended for denial due to OWI 3rd offense; **Karissa Tessmer** – This application is recommended for denial due to battery conviction.
2. **Approval Recommendations – Temporary “Class B” Picnic Licenses: Fire and Ice** at 195 N. 2nd Street on February 28th, 2025 from 7:00 PM to 10:00 PM, license applicant Children’s Imaginarium, Julie Bollmann.
3. **Pending Recommendations – “Class B” Beer & Liquor Reserve: Asch Gardens** located at 180 E. Wausau Avenue, license applicant Asch Gardens LLC, Kristen and Matthew Aschbrenner; **Venado Cafe & Wine** located at 500 N. 1st Street, license applicant Onora Hotels LLC, Juan Antonio Casarrubias and Lesli Iverson. **“Class B” Beer & Liquor: Asch Gardens** located at 180 E. Wausau Avenue, license applicant Asch Gardens LLC, Kristen and Matthew Aschbrenner; **Glass & Grain House** located at 1702 N. 6th Street, license applicant Glass & Grain House LLC, Leah and Erich Hoelter; **Wausau Museum of Contemporary Art** located at 309 McClellan Street, license applicant MOCA, Inc., David Hummer. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting.

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving bid for construction of single-family housing at 1019 West Bridge Street with Brian Luedtke & Associates Construction LLC.

Committee Action: Approved 3-2

Fiscal Impact: Granted funded for purchase and finish of construction

File Number: 25-0106

Date Introduced: January 14, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	
	<i>One-time Costs:</i>	Yes ☐ No ☐	
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$348,472</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	
	<i>TID Source: Increment Revenue ☐ Debt Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau Common Council has approved the release of a Request for Bids for the purchase and installation of a modular home on a city owned lot located at 1019 W Bridge Street; and

WHEREAS, after the release of the Request for Bids was released for a fourth time, a bid was received by Brian Luedtke & Associates Construction, LLC in the total amount of \$348,472; and

WHEREAS, the source of funds for this project is as follows:

\$140,426	Community Development Block Grant funds
\$ 79,942	WHEDA new construction program income funds
<u>\$128,104</u>	ARPA funds at Wausau Community Development Authority
\$348,472	

WHEREAS, your Economic Development Committee has authorized the Community Development Department to approve such bid but to work with the contractor in ways to reduce the costs associated with the development of this single-family home; and

WHEREAS, the City will partner with the Community Development Authority for the use of such ARPA funds for the development of a single-family home on this parcel.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau authorizes the Community Development Department to proceed with the bid from Brian Luedtke & Associates Construction LLC and to partner with the Community Development Authority for the use of their ARPA funds to assist with the construction of this single-family home.

BE IT FURTHER RESOLVED that once the parcel is completed, will be sold to an income-qualified homebuyer based on HUD's income guidelines. The property will be sold at a price that is affordable for that income level. The gap between the sales price and the construction costs will be held as a second mortgage to the buyer. This mortgage will be the form of a forgivable loan of which during the initial five years, no funds are forgiven. Then every year thereafter that the buyer occupies and owns the home, 1/15 of that gap will be forgiven. After 20 years, the full 2nd mortgage will be forgiven and the buyer retains full equity.

BE IT FURTHER RESOLVED that the Mayor or appropriate City staff have the authority to enter into agreements for the development of this owner-occupied, single-family housing, to market, negotiate, and sell 1019 W Bridge Street once completed to income qualified households and to utilize the Program Income into additional owner-occupied housing units following the same process as funding allows.

Approved:

Doug Diny, Mayor

MINUTES

Economic Development Committee Meeting

Date / Time: Tuesday, January 7, 2025, at 5:30 P.M. | **Meeting called to order by** Lukens at 5:30 P.M.

In Attendance

Members Present: Carol Lukens, Chad Henke, Gary Gisselman, Terry Kilian, Victoria Tierney

Others Present: Randy Fifrlick, Shannon Graff, Tammy Stratz, Andy Lynch, Atty. Jacobson, MaryAnne Groat, Mayor Diny

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 4 – Review of Bids for Single-Family Infill Housing for 1019 W Bridge Street (Stratz)

Stratz presented the sole bid received for single home construction on Bridge Street. The bid came in with a cost of approximately \$350k which is a bit of a sticker shock but after discussions with several home builders and analyzing the market and pricing, the cost is in line with a stick-built home.

Tierney asked if there is a requirement for a basement or if that can be eliminated to save money. Stratz responded that it's not required but if there is no basement the home size would need to increase to include an area for utilities and storage so there may not be much cost savings. Tierny questioned whether the contractor inflated the cost because they knew they would be the only bidder and further recommended completing a background check of the contractor to ensure they are a reputable contractor.

Kilian noted it didn't seem like good policy to build a home for \$348k and sell it for ½ the price. She noted there are nice homes with basements and two car garages on the market listed for \$165k - \$175k so it's a hard to swallow building a home for \$348k and selling it for ½ the price and doesn't think it's good policy. She also noted it's important to consider making adjustments that would impact the resale value because it doesn't offer what buyers want.

Fifrlick explained the committee does not accept the bid, staff cannot negotiate with the contractor. The bid must be accepted by the committee and staff directed to negotiate the bid to find opportunities to save costs.

Henke commented that he's been on the council for two years and there is always talk about needing affordable housing and staff work hard to produce ideas and plans. He said this bid isn't at the dollar amount desired and we have to take a loss, that it's just the environment we are in, and he's disgruntled about not moving forward on one of the projects to have a chance to actually build some affordable housing and to make a difference. He expressed support for the bid and hope of moving forward in finally building some affordable housing and selling it to families that need it.

*Henke motioned to approve, seconded by Gisselman to accept bid. **Motion Carried 3-2 with Kilian and Tierney as dissenting votes.***



Planning, Community and Economic Development

MEMO

TO: Economic Development Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: January 2, 2025

RE: 1019 W Bridge Street in-fill Request for Bids

Since this past spring, the City of Wausau has released several Request for Bids for the purchase and installation of modular homes on several City lots. Staff reached out to several modular home manufacturers and contractors who install modular homes. The first three requests went unanswered as no one submitted a bid.

After again talking with a couple of the contractors, they indicated that the request was too broad and suggested we only submit a request for just one lot and be very specific about what we are looking for. The RFB was adjusted and resubmitted on November 19, 2024, with a due date of December 16, 2024. This time we had a couple new contractors reach out to us to say they were interested so we forwarded the bid package onto them. However, only one bid was received.

Enclosed is the bid we received along with a copy of the proposed home design. As you will see, the cost of building a new home has increased consistently with what we saw in the reassessment last year. Unfortunately, purchasing a modular home and having it installed on a basement with a two-car garage is not a lot different than a stick build home. However, the timeframe to have the home completed is quicker. More importantly, the use of Community Development Block Grant (CDBG) funds can be used to acquire the modular home. Utilizing CDBG funds for construction purposes is not an allowable expense; however, acquiring a building is. HUD recently determined that purchasing a modular home falls under the acquisition regulations not new construction. This additional source of funds will allow the City to stretch the ARPA and TIF extension funds farther.

In analyzing the price, we looked at the last house Community Development had bid out. That was in 2017 of which we built a single-family home with a completed basement to get a four-bedroom, two-bathroom home with a two-car garage. The cost associated with that was \$214,000. Again, that was 4 years ago before construction costs skyrocketed. That house was sold for \$145,000. This was in order to make the house affordable for an income-qualified household. Talking with the same contractor regarding building that same home today, he said it would easily be about \$350,000. We have also spoke with a local home builder who stated that the cost for a small, starter house would be between \$300,000 - \$350,000. Therefore, the price we received is in line with a stick-build.

If we move forward with this bid, the following sources of funds would be utilized:

Purchase of the building	-	\$140,426	CDBG
Construction	-	\$ 79,942	WHEDA (program income)
Remaining construction (gap)	-	<u>\$128,104</u>	ARPA
TOTAL BID		\$348,472	

This is based on the quoted bid. Sales tax was added to the modular home price of which can be deducted as the City is not allowed to pay. This may have happened with other building components and could all assist in savings along the way.

In selling the home, several things have to happen. The new buyer will have to be income qualified and verified before we can accept an offer. The buyer has to be a first-time homebuyer and has at least \$5,000 of their own funds into purchasing the home. The approximate sales price would be \$140,000 - \$175,000. This is necessary to make the mortgage affordable for homebuyers who fall within the income guidelines. The City would then hold a second mortgage for the difference so the buyer could not turn around and sell the home and make a lot of money. We propose that this 2nd mortgage remain on the property of which nothing happens for the first 5 years. Then every year thereafter, \$13,000 is forgiven. By the year 20, the total amount is forgiven and the buyer receives the full equity. For example: if the homeowner sells the home within 10 years, only \$65,000 (\$13,000 x 5) will be forgiven and the City will receive the remaining amount of which will recycle into another home build or rehab to sell.

After the sale of this property, the net balance will be placed into an in-fill housing fund of which those proceeds will be utilized for another project. By utilizing these repaid funds, CDBG, HOME, ARPA, and previously approved TIF extension funds (approximately \$500,000), we are hoping to be able to build a total of 8 to 10 homes – depending on any increases in prices or decreases in the sales prices. Habitat for Humanity is still very interested in working with the City to assist with the increase of affordable, single-family homes.

If you have any questions, please feel free to call me directly at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us. Thank you.



Brian Luedtke and Associates
615 South Grand Ave
Rothschild WI 54474

December 16, 2024

- **Timeline of Proposed Project**
 - From the award of the project and release to Stratford Homes the typical timeline is 12 – 16 weeks. That timeframe includes the foundation being poured and preparation of the house being set. After the house is set 4-8 weeks is needed to complete the house and the construction of the garage. This timeline is for ideal construction months (May 1st – October 15th), building outside the ideal months may extend the duration of the project.
 - An official timeline will be provided within 30 days of approved bid.
- **Proof of Insurance**
 - Please see included proof of insurance. We currently have a quote to increase Umbrella Liability to two million dollars and include the City of Wausau, its elected and appointed officials, officers, employees, representatives, or volunteers as additional insured if bid is awarded.
- **Prior Wausau / SHLP Projects**
 - 808 Henrietta St, Wausau, WI 54401. 2,046 SqFt built in 2004
 - 804 S 22nd Place, Wausau, WI 54401. 1,568 SqFt built in 2014
 - 523 Evergreen Rd, Wausau, WI 54403. 2,876 SqFt built in 2015
 - 1401 W Wausau Ave, Wausau, WI 54401. 1,512 SqFt built in 2017
- **Proposed Sub-Contractors**
 - Royal Heating & Cooling, LLC
 - B&D Plumbing, INC
 - Croker Electric, LLC
 - Century Concrete Foundations, INC

BID SHEET

(please return this portion in the sealed bid along with necessary attachments)

1019 W. Bridge Street House Purchase Price Finished Product for Occupancy Permit

2-Bedroom with Basement: \$ 140,425.66 \$ 304,061.00

Two Car Garage: \$ 44,411.00

Goal is to have project start in the spring with foundation work with house completion and ready to sell by fall.

Approximate Delivery Date: As soon as March 2025

Completion Date: As soon as July 31, 2025

Bid Expires On: 90 days (date, number of days or months)

I have read and acknowledge Addendums A, B, and C and will comply with all the applicable, required federal regulations and insurance requirements.

Brian Luedtke & Associates Construction, LLC
Company Name

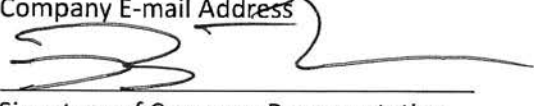
December 16, 2024
Date

Brian Luedtke
Company Representative (print)

615 S Grand Ave, Rothschild, WI 54474
Company Address

715-241-9042
Company Phone Number

Brian@BrianLuedtke.com
Company E-mail Address


Signature of Company Representative

Please have the following included in bid package:

BL Timeline of Proposed Project

BL Exterior Designs of Proposed Home

BL Proof of Insurance

BL Interior designs of Proposed Home

BL Copies of Contractor's License(s)

BL List of Proposed Sub-Contractors

BL Examples of Prior Projects

BL Signed Addendum

BL Miscellaneous Documents from Contractor

APPROVAL:

The City of Wausau hereby approved the attached bid for the construction of a single-family home located at 1019 W. Bridge Street. The Contractor has provided the necessary documentation to enter into a construction contract with the city.

Doug Diny, Mayor (signature)

Date

Kaitlyn Bernarde, City Clerk (signature)

Date

407 Grant Street, Wausau, WI 54403
Address

Tammy Stratz
City of Wausau Contact

tammy.stratz@wausauwi.gov
City Contact E-mail Address

Date:	10/28/24	Revised:	11/1/24	12/16/24		
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Model Name:		"C" Ranch		Type:	
Size	28	x	42	Sq.Ft.	1176
# of Bedrooms:	2	# of Baths:	1		↓Lin.Ft.↓ 140
Stairwell:	Closed	Reverse Plan:			

Building Site Address:

Customer **City of Wausau**

Street

City **Wausau** State **WI** Zip **54401**

County **Marathon**

Phone: (Home) _____ (Cell) _____

E-mail: _____

Builder should specify the estimated week and month the home should be ready for delivery. Every attempt will be made by Stratford to accommodate this request but will not be responsible for delivery delays. If a requested date is not specified the home will be manufactured at the earliest production available and will be invoiced per the normal discount and payment terms.

[illegible]

SIDING & DECORATOR ACCENTS			
Siding Style & Size	Fairfield Dbl. 4" Straight Lap Standard Color		\$ Std
Siding Color:	Not Selected		\$
Infiltration Wrap:	Standard Infiltration wrap		\$ Std
Cover Siding w/Poly:			\$
			\$
			\$
			\$
Accts:		Color	\$
loc.			\$
			\$
Shutters:		Qty.	\$
loc.		Color	\$
			\$
Window and Door Accent Trim:	4" x 5/4 LP Smart Side (Wood grain)		\$
Accent Trim Color:			\$
loc.	all windows & ext doors		\$ \$ 1,270.00
			\$
			\$
			\$
			\$

Eave Type & Size::	Fixed eave w/22" overhang		\$ \$	135.00
Gable Overhang Size:	22"		\$ \$	160.00
Roof Pitch:	7/12	Truss Type:	Hinged	\$ Std

Hip Roof:		loc.		\$
Dormer #1:	size		Ft. Pitch	
				\$
	loc.			\$
Dormer #2:	size		Ft. Pitch	
				\$
	loc.			\$
Dbl. Dormer Accent			loc.	\$

12' Transverse Cath Dormer		loc.		\$	
Cathedral Ceiling	X	Lineal Ft. of Module	42	\$	
loc. Living, dining, kitchen				\$ \$	672.00

Parallel Chord Vault Ceiling	loc.	\$
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Tray Ceiling:	Angle Recessed		Square Recessed		\$
Soffit Style		Lighted Style		3 Step Style	\$
loc.					\$

Roof Sheathing:	1/2" OSB (15/32)	Ceiling Insulation:	R-50	\$	Std
Shingle Type:	Landmark	Color:	Not Selected	\$	Std
Soffit & Fascia:	Aluminum			\$	Std
Color:	Snowmist (Standard) [R]			\$	Std
Omit Overhang at Garage Attachment & Ship Materials Loose				\$	

WINDOWS	Brand:	Sierra Pacific 8000 Series Vinyl	Std
	Operation:	Single Hung	Std
	Exterior Color:	White	\$
	Wood Clad Interior Finish:		\$
	Vinyl Interior Finish:	Wood Jamb - Color: TBD	Std
	Vinyl Window Sill Type:		\$
	Laminate Sill color:		\$
	Glazing:	Low "E" w/argon & screen	Std
Grill Type & Style:	SEE BELOW	\$	
loc. vertical grills top sash all SH		\$ \$	325.00

Kitchen:	SH1-3636	\$	Std
Bath #1	SH1-2442 T	\$	INCL
Bath #2		\$	
Utility	SH1-3036	\$	INCL
Dining Room	(2) SH2-3660	\$	INCL
Living Room	SH2-3660, SH1-3660	\$	INCL
Bedroom #1	SH2-3660	\$	INCL
Bedroom #2	SH1-3660	\$	INCL
Bedroom #3		\$	

Limiters Stops on Windows (Note location)	Qty.	\$
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Window Build-outs:		Qty.		\$	
loc.				\$	

Aluminum on Build-out:		Color		\$	
Siding on Build-out:		Color		\$	

Bow / Bay window: \$

Install		Ship Loose		loc.		\$
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Solar tube:	Qty.	\$
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loc. \$

Solar tube:		Qty.		\$
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loc. \$

Octagon:		Qty.		\$	
loc.				\$	
Circle Top:		Qty.		\$	
loc.				\$	
Eyebrow:		Qty.		\$	
loc.				\$	
Trapezoid:		Qty.		\$	
loc.				\$	
Custom Grills:		Qty.		\$	

EXTERIOR DOORS		Install	XX	Ship Loose		Std
Front Door:	3/0	XX	# S-61			Std
Sidelites:	Single					
Transom over Front Door:						
Rear Door:	2/8	3/0	XX	# S-61		Std
Optional Door:	2/8	3/0				
Add CULL Door	Front	X	Rear	XX	Opt.	\$ \$ 174.00
Deadbolt:	Front	X	Rear	XX	Opt.	\$ \$ 140.00
Door Handle Type and Hinge Color:	Front	Hancock Knob - Satin Nickel				\$ Std
	Rear	Hancock Knob - Satin Nickel				\$ Std
	Opt.:					\$
Alum. Clad Wrap:	Front	X	Rear	XX	Opt.	\$ \$ 300.00
Alum. Clad Wrap Sidelite:	Single					\$
Color:	#120 Classic White	Int. grill color:				\$
Paint / Stain	↓ EXT. COLOR ↓	↓ INT. COLOR ↓				\$
Front Door:						\$ \$ 300.00
Rear Door:						\$ \$ 300.00
Opt. Door:						\$
Sidelites:						\$
Raise Exterior Doors:			Recess Entry:			\$

NOTE: use narrowline clad on exterior doors

NOTE

PATIO DOORS		Brand
Wood Clad Interior Finish:		
Vinyl Interior Finish:		
Grill Type & Style:		
Hardware:		Raise P Drs:
Patio Door Style:		Qty.
loc:		

Patio Door Style:		Qty.
loc:		

INTERIOR DOORS & TRIM	
Trim Type & Size:	Pkg #1 Oak (Color: TBD)
Door Type & Style:	Flush Oak (Color: TBD)
Hardware Type/Color:	Hancock Knob - Satin Nickel
Closet Door Style:	Swinging
3/0 Interior Doors	Qty. loc:

Pocket Drs: Add to Plan	Qty.	Replace Existing	Qty.
loc:			

Cut & Tack Base Trim		Raise Interior Drs:	Standard	Std
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Horizontal Mating Ceiling/Beam Finish:	Drywall	Std
Vertical Mating Wall Finish:	Drywall	Std
1/2 Wall Wood Cap	Railing:	

INTERIOR WALL FINISH		Smooth	\$ \$ 705.00
Egg Shell Paint Walls & Ceiling	X	Round OS Corners	\$ \$ 529.00
INTERIOR CEILING FINISH		Smooth	\$ \$ 470.00
Optional Wood Ceiling:			
Sq. Ft.		loc.	

BATH PLUMBING			
Fixture Color	B#1	White	B#3
	B#2		B#4
All Bath Faucets	B#1	Classic-Chrome	B#3
	B#2		B#4
Bath Accessories	B#1	Std Chrome	B#3
	B#2		B#4
Shower & Tub Doors	B#1		B#3
	B#2		B#4
Tub & Shower Caps	B#1		B#3
	B#2		B#4
Stools	B#1	Std. Stool	B#3
	B#2		B#4
Platform Tubs:	Add Whirlpool Jets	Add In-line Heater	
Tub Tile	Color:		

Hook up plumbing drains under bath 1 area with one drop at outside wall	\$ 250.00
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3" Radon Vent Pipe	loc.
Kitchen/Util Sink:	8" Dbl Equal Bowl (1 Hole) Stainless Steel
Faucet:	9113-AR-DST (Arctic Stainless)
Prepare for Dishwasher:	Plumb & OMIT cabinet
Laundry tub:	
Fresh Water Lines:	Pex water lines w/branch system
Main Plumbing Drop loc.	under Bedroom 1 -
Add Air Chambers	Ext. Faucet: Qty.
loc.	

[illegible]

QUOTE #

24-249

SERIAL #

Purchase Order and Production Confirmation**ON-SITE MATERIAL LIST****FOUNDATION ITEMS**

QTY.	SIZE	SPECIFY HEIGHT	ITEM DESCRIPTION		COST EACH	TOTAL COST
	3"		Jack Post			\$ -
	4"		Jack Post			\$ -
		Stair Package:	Height: →	(Hght from Top of Concrete Floor to Top of Concrete Wall)		\$ -

ELECTRICAL ITEMS

QTY.	UNIT	ITEM DESCRIPTION		COST EACH	TOTAL COST
3	ea.	Exterior Light	Specify your Selection →	\$ 70.00	\$ 210.00
	ea.	Exterior In-Use Recept Box (w/ Cover)			\$ -
					\$ -

SIDING MATERIALS for Garage, Walkout and Kneewalls**VINYL LAP SIDING**

QTY.	UNIT	ITEM DESCRIPTION		COST EACH	TOTAL COST
12	sq.	Fairfield Dbl. 4" Straight Lap Standard Color	Color: Not Selected	\$ 132.40	\$ 1,588.80
14	ea.	12" "J" Channel	Color: Not Selected	\$ 7.55	\$ 105.70
8	ea.	12' Utility Trim	Color: Not Selected	\$ 7.60	\$ 60.80
8	ea.	10' Starter Strip		\$ 5.45	\$ 43.60
5	ea.	"J" Blocks	Color: Not Selected	\$ 14.55	\$ 72.75
	ea.	Jumbo "J" Blocks	Color: Not Selected		\$ -
	ea.	"J" Vents	Color: Not Selected		\$ -
4	ea.	10' Outside Corner (ONE PC.)	Color: Not Selected	\$ 34.15	\$ 136.60
	ea.	10' Inside Corner	Color: Not Selected		\$ -

MISC & ALTERNATE SIDING

QTY.	UNIT	ITEM DESCRIPTION	COST EACH	TOTAL COST
				\$ -
				\$ -
4	ea	4"x16' LP trim - white	\$ 31.50	\$ 126.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

ROOFING MATERIALS

QTY.	UNIT	ITEM DESCRIPTION					COST EACH	TOTAL COST
10	sq.	Shingle Type:	Landmark	Color:	Not Selected		\$ 116.00	\$ 1,160.00
1	roll	Ice & Water Shield					\$ 70.00	\$ 70.00
1	roll	Synthetic Underlayment	Select type and roll size →				\$ 64.00	\$ 64.00
1	ea.	Shingle Starter Bundle (116 lin ft. per bundle)					\$ 59.50	\$ 59.50
	Lin. Ft.	Shingle-over Ridge Vent						\$ -
1	ea.	Shingle-over Ridge Vent (Omni)					\$ 99.00	\$ 99.00
1	ea.	Accessory Cap Bundle for Rolled Vent					\$ 53.50	\$ 53.50

ALUMINUM SOFFIT & FASCIA

Color: Snowmist (Standard) [R]

16	12'	Center Vent Soffit (full length)	\$ 33.50	\$ 536.00
	12'	Solid Soffit (full lengths)		\$ -
12	12'	6" Fascia	\$ 19.50	\$ 234.00
12	10'	"D" Edge	\$ 11.50	\$ 138.00
	12'	"T" Channel		\$ -
	12'	"J" Channel		\$ -
12	12'	"F" Channel	\$ 15.00	\$ 180.00
	lbs.	Metal Screws (Match Soffit Color)		\$ -
	ft.	Metal for Soffit Corners (Coil Stock to Match Soffit Color)		\$ -

MISC. & ALTERNATE SOFFITT/FASCIA MATERIALS

QTY.	UNIT	ITEM DESCRIPTION	COST EACH	TOTAL COST
				\$ -
				\$ -
				\$ -

EXTERIOR DOORS includes Lockset (NOTE: Size, Primed or Clad, Clad Color, Swing & Jamb)

Door hinge & knob Color:							Hardware type:		Hancock Knob - Satin Nickel			
QTY.	UNIT #	SIZE	FIRE RATED	EXTERIOR FINISH COLOR	INTERIOR FINISH COLOR	DEADBOLT	FRAME TYPE	FRAME COLOR	HINGE	JAMB SIZE	COST EACH	TOTAL COST
												\$ -
1	S-60	3/0		#120 Classic White			Clad	0 Classic W	HR IS	4-9/16"	\$ 1,069.00	\$ 1,069.00
												\$ -
Add Notes in this Area:												\$ -
												\$ -
												\$ -

PATIO DOORS includes Frame, Screen, Lockset, Extension Jamb (Note Operable Panel from Exterior)

Patio Door Brand:		Vinyl Int. Finish:		Handle:	
Wood Clad Int. finish:		Color:			
QTY.	ITEM DESCRIPTION	OPERABLE PANEL (Looking From the Outside)	JAMB	COST EACH	TOTAL COST
					\$ -
					\$ -
					\$ -
Add Notes in this Area:					\$ -
					\$ -

QUOTE # **24-249**

SERIAL #

WINDOWS includes Screens and Extension JambsWindow Brand **Sierra Pacific 8000 Series Vinyl**Operation **Single Hung**Exterior Color: **White**Vinyl Int. Fin **Wood Jamb - Color: TBD**

Clad Int. finish:

Glazing: **Low "E" w/argon & screen**

QTY.	UNIT SIZE & DESCRIPTION	GRILLS	SHUTTERS	JAMB SIZE	COST EACH	TOTAL COST
						\$ -
2	SS1-4848			NONE	400	\$ 800.00
						\$ -
1	SH1-3054	SEE BELOW		NONE	380	\$ 380.00
						\$ -
						\$ -

Add Notes in this Area: vertical grills top sash for single hung

\$ -

\$ -

\$ -

INTERIOR DOORS & TRIM (includes Passage or Privacy Lockset)Specify Size, Swing & Jamb

Trim Type & Size:

Hardware Type:

Door Type & Style:

Door Hinges & Handle Color:

COST
EACHTOTAL
COST

QTY.	ITEM DESCRIPTION	LOCK SET	JAMB SIZE	SWING		
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Add Notes in this Area:

\$ -

\$ -

\$ -

INTERIOR TRIM MATERIALS

	Lin. Ft.	Window & Door Casing	Pkg #1 Oak (Color: TBD)		\$ -
	Lin. Ft.	Base Trim	Flush Oak (Color: TBD)		\$ -
	Lin. Ft.	Base Shoe	Size: 7/16" x 3/4"		\$ -

MISC ITEMS

QTY	ITEM DESCRIPTION	SIZE	COLOR	COST EACH	TOTAL COST
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Stratford Homes Limited Partnership

TOTAL COST OF SHIP LOOSE ITEMS**\$7,187.25**

CITY OF WAUSAU

1019 W Bridge Street



Sheet Index

- G-000 Cover Page
- C-100 Site Plan
- S-100 Foundation
- A-101 Basement Floor Plan
- A-103 First Floor Plan
- A-200 Elevations
- A-201 Elevations
- A-300 Building Section
- A-301 Garage Section
- A-302 Stair Sections
- A-900 3D View
- E-100 Basement Electrical
- E-101 First Floor Electrical



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Building Permit

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Travis Lepinski
715-261-6780
inspections@wausauwi.gov

General Contractor

Contractor- Brian Luedtke & Associates LLC.
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brian@brianluedtke.com

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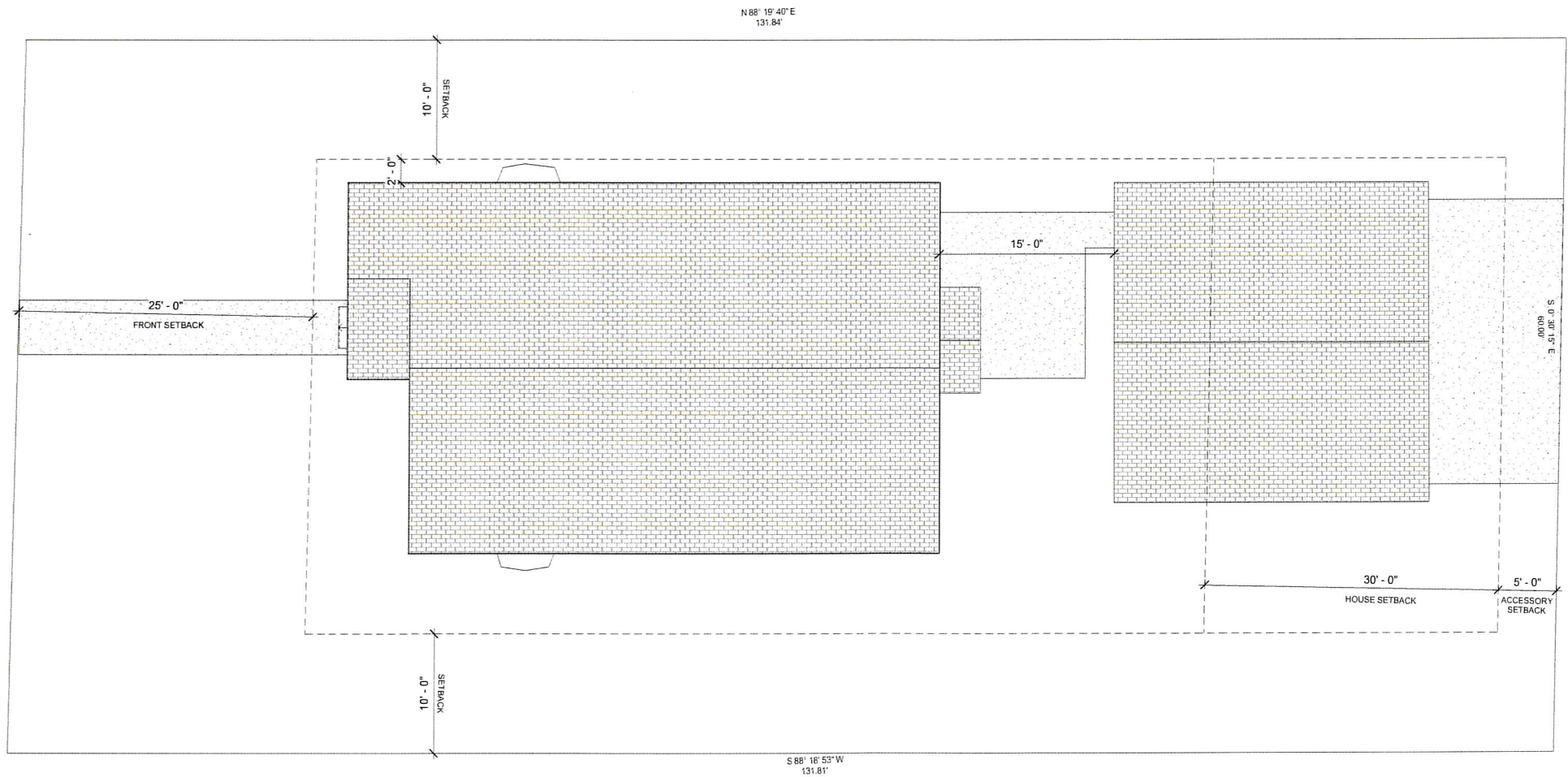
CITY OF WAUSAU
1019 W Bridge Street
COVER PAGE

Project number 90-24-028
Date 12/16/2024
Drawn by BEN WALKUSH
Checked by BRIAN LUEDTKE

G-000

Scale

12/16/2024 3:31:38 PM



① SITE PLAN
3/16" = 1'-0"



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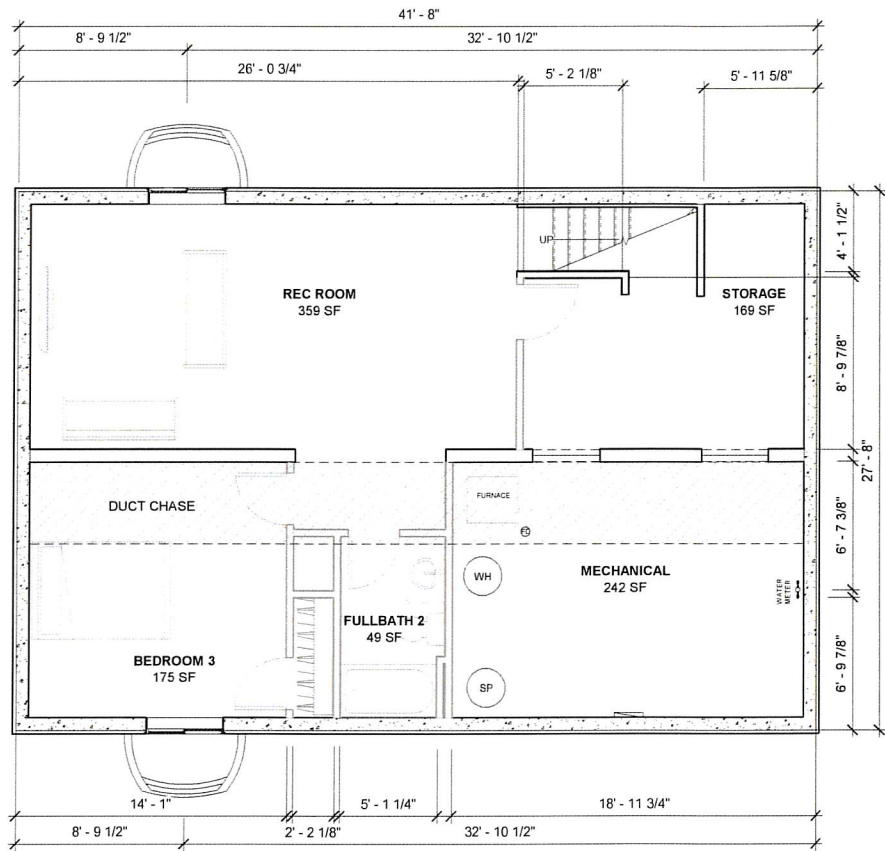
CITY OF WAUSAU
1019 W Bridge Street
SITE PLAN

Project number 90-24-028
Date 12/16/2024
Drawn by BEN WALKUSH
Checked by BRIAN LUEDTKE

C-100

Scale 3/16" = 1'-0"

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1 BASEMENT
1/4" = 1'-0"

FRAMING NOTES & SPECIFICATIONS

WOOD FRAME FLOOR CONSTRUCTION NOTES:
WOOD FRAME FLOOR CONSTRUCTION TO CONFORM TO WISCONSIN UDC
S.P.S. 321 SUBCHAPTER VII, 321.18, 321.205, 321.22, 321.225
FLOOR BEAM/HEADER MATERIAL:
D.F.L. SEL. STRUC. (OR EQUIVALENT)
CONTINUOUS BUILT-UP BEAM
COLUMN/CAP/BEAM CONNECTOR AT SUPPORTS PER CODE
FLOOR JOIST MATERIAL:
D.F.L. SEL. STRUC. (OR EQUIVALENT)
SIMPSON STRONG TIE CONNECTORS WHERE REQUIRED
CONTINUOUS WOOD STRUCTURAL FLOOR SHEATHING
PANEL SHEATHING MATERIAL: 3/4"x4"x8' T&G O.S.B.
PANEL NAILING SCHEDULE: GLUED & SCREWED PER CODE
WOOD FRAME WALL CONSTRUCTION NOTES:
WALL CONSTRUCTION TO CONFORM TO WISCONSIN UDC
S.P.S. 321 SUBCHAPTER VII, 321.23, 321.24, 321.25
FIRST FLOOR EXTERIOR WALL MATERIAL:
2x6 S.P.F. #2 - 16'x c. (U.N.O.)
SECOND FLOOR EXTERIOR WALL MATERIAL: 2x6 S.P.F. #2 - 16'x c. (U.N.O.)
INTERIOR WALL MATERIAL: 2x4 S.P.F. #2 - 16'x c. (U.N.O.)
WALL HEADER NOTES:
HEADERS TO CONFORM TO WISCONSIN UDC S.P.S. 321.25(3)
HEADER MATERIAL:
LEVEL TRUS JOIST LVL 1.9E OR EQUIVALENT
CONTINUOUS BUILT UP HEADER
HEADER SIZING, BEARING LENGTH, CONNECTIONS, SUPPORT
MATERIAL, ETC. TO BE ENGINEERED BY SUPPLIER/
MANUFACTURER OR ENGINEER
LATERAL WALL BRACING NOTES:
LATERAL WALL BRACING TO CONFORM TO WISCONSIN UDC
S.P.S. 321.25(8), 321.25(9)
LOCATION OF SHEAR PANELS PER CODE
SIZE OF SHEAR PANELS PER CODE
AMOUNT OF SHEAR PANELS PER CODE
PANEL NAILING SCHEDULE PER CODE
CONTINUOUS WOOD STRUCTURAL PANEL SHEATHING METHOD
PANEL SHEATHING MATERIAL: 1/2"x4"x8' O.S.B.
TALL WALL ENGINEERING NOTES:
BEARING WALLS OVER 10'-0" IN HEIGHT ARE CONSIDERED TALL WALLS
TALL WALLS MUST BE ANALYZED/ENGINEERED TO MEET WISCONSIN UDC
TALL WALL ENGINEERING TO BE COMPLETED BY TRUSS MANUFACTURER
TALL WALLS TO HAVE APPROVED ENGINEERING DRAWING/STAMP
TALL WALLS TO BE CONSTRUCTED IN ACCORDANCE OF ABOVE
TALL WALL STUD MATERIAL:
LEVEL TRUS JOIST LVL 1.9E OR EQUIVALENT
TALL WALL SHEATHING MATERIAL:
CONTINUOUS WOOD STRUCTURAL PANEL
PANEL SHEATHING MATERIAL: 1/2"x4"x8' O.S.B.



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CITY OF WAUSAU
1019 W Bridge Street
BASEMENT PLAN

Project number 90-24-028
Date 12/16/2024
Drawn by BEN WALKUSH
Checked by BRIAN LUEDTKE

A-101

Scale 1/4" = 1'-0"

12/16/2024 3:31:38 PM



Building Permit

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Travis Lepinski
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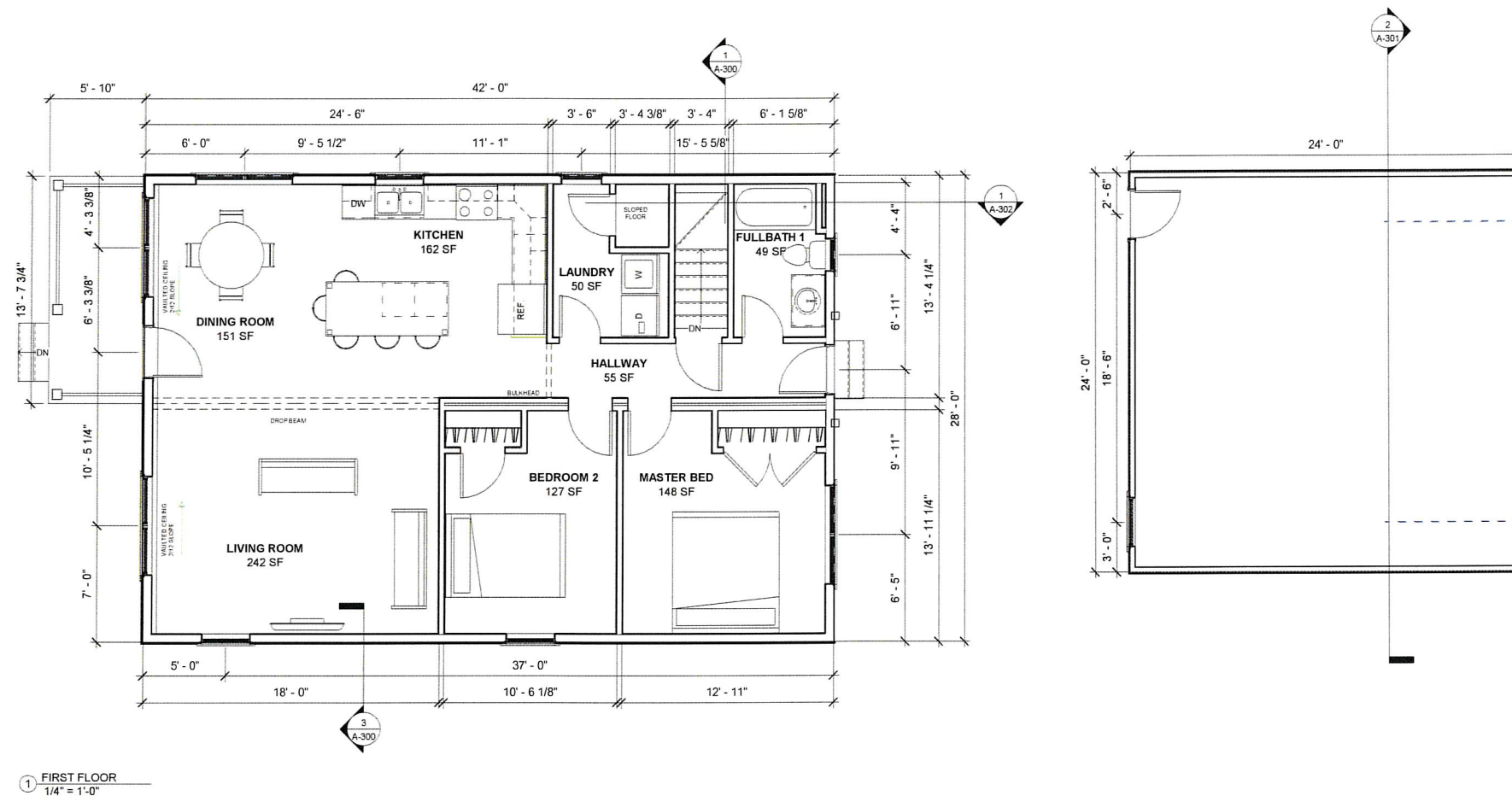
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CITY OF WAUSAU
1019 W Bridge Street
FIRST FLOOR PLAN

Project number	90-24-028
Date	12/16/2024
Drawn by	BEN WALKUSH
Checked by	BRIAN LUEDTKE

A-103

Scale $1/4" = 1'-0"$





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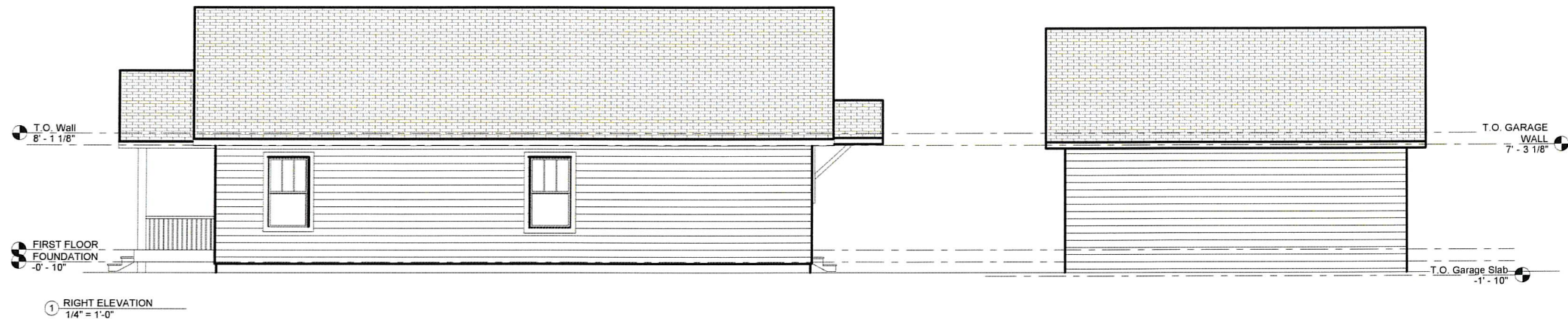
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CITY OF WAUSAU 1019 W Bridge Street ELEVATIONS

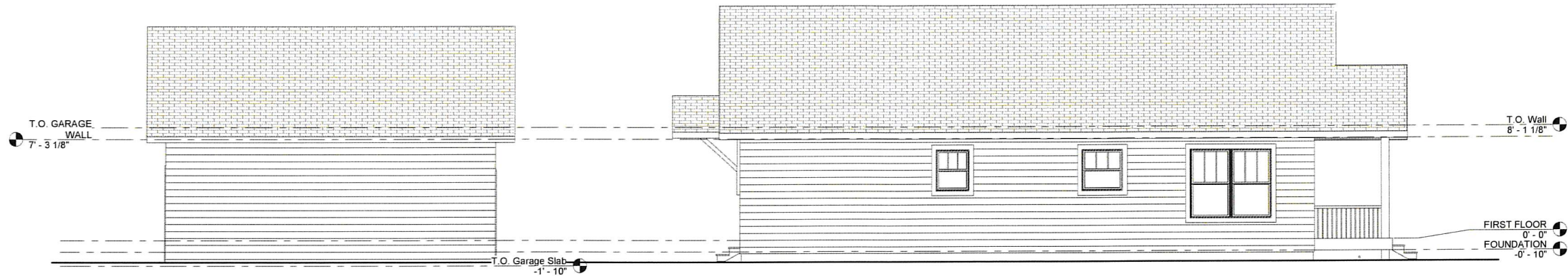
Project number 90-24-028
Date 12/16/2024
Drawn by BEN WALKUSH
Checked by BRIAN LUEDTKE

A-201

Scale 1/4" = 1'-0"



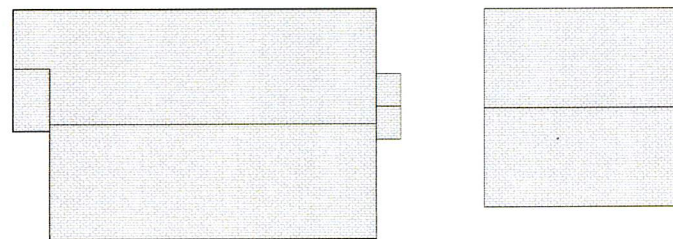
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1 LEFT ELEVATION
1/4" = 1'-0"



2 BACK ELEVATION
1/4" = 1'-0"



3 ROOF PLAN
3/32" = 1'-0"



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CITY OF WAUSAU
1019 W Bridge Street
ELEVATIONS

Project number 90-24-028
Date 12/16/2024
Drawn by BEN WALKUSH
Checked by BRIAN LUEDTKE

A-200

Scale As indicated

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Preventive Maintenance Program Agreement with Schindler Elevator Corporation.

Committee Action: Pending

Fiscal Impact: \$32,560 the first year with a 3% increase each year after for a period of ten years

File Number: 24-0104

Date Introduced: January 14, 2025

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☒ No ☐	Budget Source:
	One-time Costs:	Yes ☐ No ☒	Amount:
	Recurring Costs:	Yes ☒ No ☐	Amount: \$32,560 the first year
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, in January 2014, a ten-year contract for a preventive maintenance program with Schindler Elevator Corporation was executed; and

WHEREAS, the contract expired December 31, 2023 and the city wishes to enter into another ten-year contract with Schindler Elevator Corporation; and

WHEREAS, Schindler Elevator Corporation agreed to perform services beyond 2023 on a month to month basis; and

WHEREAS, your Finance Committee, on December 10, 2024, recommended entering into a ten-year contract with Schindler Elevator Corporation.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute a ten-year contract with Schindler Elevator Corporation for a Preventive Maintenance Program.

Approved:

Doug Diny, Mayor



Schindler Plus

Date: January 1, 2025

Prepared For:

**City of Wausau
407 Grant St
Wausau, WI 54403-4737**



Date: January 1, 2025

Estimate Number: WMEG-DBDL5T (2024.4.1)

To:
City Hall
407 Grant St
Wausau, WI 54403-4737
Attn: Eric Lindman

Campus Name:
City Of Wausau Buildings (ml)

From:
1906 Wright Street
Madison, WI 53704-2570
Phone:
Fax: 608-237-5715

EQUIPMENT DESCRIPTION

See attached equipment list.

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") and **CITY HALL** ("you") agree as follows:

PREVENTIVE MAINTENANCE PROGRAM

Schindler shall furnish Preventative Maintenance at a frequency either determined by the applicable Authority Having Jurisdiction (AHJ) for this location at the time of original commencement, or if no such local requirements exist, in accordance with ASME A17.1. Schindler has developed Maintenance Control Programs (MCPs) for each relevant Equipment type, which meet and exceed ASME code requirements. Our MCPs incorporate tasks, task description, relevant ASME A17.1 code references, and planned performance intervals. These tasks will be completed by a trained Schindler technician. All completed tasks are recorded digitally and are accessible to you, for reference purposes, on our Schindler ActionBoard (web portal).

We will examine, lubricate, and adjust, the Covered Components listed below:

HYDRAULIC ELEVATORS

Basic components:

- **Controller Equipment**
 - Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**
 - Guide shoe inserts or roller assemblies, loadweighing devices, and car safety devices
- **Door Equipment**
 - Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs
- **Hoistway and Pit Equipment**
 - Limit switches and buffer(s)
- **Signals and Accessories**
 - Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates

Major components:

- **Controller Equipment**
 - Solid state devices, contactors, and PC boards
- **Hydraulic System Equipment**
 - Exposed piping and connections, pumps, motors, and valves

- **Hoistway and Pit Equipment**
 - Exposed piping and connections, above ground hydraulic cylinders, and packings
- **Additional Items**
 - Traveling cables and other miscellaneous wiring

TRACTION ELEVATORS

Basic components:

- **Machine Room Equipment**
 - Overspeed governors, selectors, minor contacts, wiring, coils, and brushes
- **Controller Equipment**
 - Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**
 - Roller assemblies, loadweighing devices, and car safety devices
- **Door Equipment**
 - Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs
- **Hoistway and Pit Equipment**
 - Limit switches, buffers (car and counterweight), and tension sheaves (governor and selector)
- **Signals and Accessories**
 - Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates

Major components:

- **Machine Room Equipment**
 - Machines, motors and motor assemblies, sheaves and sheave assemblies, brakes and brake assemblies (including pads, linings, and disks or shoes), selector tape, bearings, hoist ropes or belts, and governor ropes
- **Controller Equipment**
 - Solid state devices, drives, and PC boards
- **Hoistway and Pit Equipment**
 - Compensation rope/chain and associated assemblies
- **Additional Items**
 - Traveling cables and other miscellaneous wiring



Notwithstanding the services provided for other units covered by this Agreement, we will periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components of your unit(s). No services for your units, other than as specifically set forth above, are included or intended by this Agreement.

CLEANING

As conditions or ASME code dictate, Schindler shall clean the machine room, car top, and pit of debris related to our work in these areas.

CALLBACK COVERAGE

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

Schindler shall provide emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

REPAIRS

As conditions, usage, or as ASME code dictate, Schindler shall repair or replace the Covered Components. Replacements for the Covered Components are available either at a local Schindler location, at our national Service Distribution Center, or within our network of Schindler approved, third-party suppliers.



TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually
Geared	No Load	Annually
Geared	Full Load	Every 5 years

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

HOURS OF SERVICE

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

SCHINDLER AHEAD

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

Enhanced – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.



Premium – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The following digital services are also available:

SafeCall – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

_____ Initial here to add SafeCall for \$40 per unit, per month in addition to the subscription price shown in the Price section below

Visual Alarm Module (VAM) Monitoring – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

_____ Initial Here to add VAM/VCS Monitoring for \$0 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

EXCLUSIONS

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.

TERM

This Agreement commences on January 01, 2025, and continues until December 31, 2034, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 30 days prior to the above termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$2,609.00 per month, payable annually in advance (\$31,308.00 per installment), exclusive of applicable taxes, unless another payment option is accepted below:

Payment Option	Revised Monthly Price	Acceptance (Initial)
Annual in Advance	\$2,609.00	
Semi-Annual in Advance	\$2,661.18	
Quarterly in Advance	\$2,713.36	
Monthly in Advance	\$2,765.54	



This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

- ☐ Upgrade to the Connect Package - \$20 per unit, per month addition.
- ☐ Upgrade to the Enhance Package - \$30 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

- ☐ Direct Debit (Attach copy of voided check)
- ☐ Credit Card (Complete "Other" section within included Customer Information Sheet)

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

SPECIAL TERMS AND PRICING

The pricing escalation for this contract shall be locked at 3% starting 1/1/2026 through the initial term of this contract

Monthly pricing schedule will be as follows:

2025: \$2,609.00
2026: \$2,687.27
2027: \$2,767.89
2028: \$2,850.92
2029: \$2,936.45
2030: \$3,024.55
2031: \$3,115.28
2032: \$3,208.74
2033: \$3,305.00
2034: \$3,404.15



The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: William Metzig

For: Schindler Elevator Corporation

Title: Project Manager

Date: January 1, 2025

Accepted:

By: _____

For: City of Wausau

Title: _____

Date: _____

Approved:

By: Robert Szelc

Title: Branch Manager

Date: January 1, 2025



CUSTOMER INFORMATION

Owner / Manager Information

Legal Name of Company:		
Address:		
City:	State:	Zip:
Federal Tax ID #:	Tax Exempt? (if Yes, provide Certificate)	

Primary Contact Name:	Title:
Email:	Phone:

Bill To Information

Legal Name of Company:		
Address:		
City:	State:	Zip:
Purchase Order? (if Yes, provide applicable Number)		
Bill To Email #1 (required):		
Bill To Email #2 (optional):		

Accounts Payable Contact Name:	
Email:	Phone:

Other (if applicable)

Credit Card:	☐ VISA	☐ MC	☐ AMEX
Name:			
Number:			
Expiration:		Billing Zip:	
Signature:			

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.



9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/access/object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause.
11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.
12. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.
13. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.
14. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.



City Of Wausau Buildings (ml)

Equipment List

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
Penney's Parking Ramp 101 Washington St Wausau, WI 54403								
1	Schindler	Hydraulic	Passenger	Penneys GRG Elev 1	3F/0R	2500	100	506660
1	Schindler	Hydraulic	Passenger	Penneys GRG Elev 2	3F/0R	2500	100	506661
Wausau Public Safety Building 515 Grand Ave Wausau, WI 54403								
1	Dover	Hydraulic	Passenger	Wausau Public Bldg Elev	2F/0R	3500	110	419377
City Hall 407 Grant St Wausau, WI 54403								
1	Virginia Contro	Hydraulic	Passenger	City HL FRT Elev 01	2F/2R	3000	25	501167
1	Westinghouse	Geared	Passenger	City HL Pass Elev 02	4F/0R	2500	200	502697
1	Heller	Dumbwtr		Dumbwaiter	3F/1R			
Sears Parking 400 Forest St Wausau, WI 54403								
1	Schindler	Hydraulic	Passenger	Sears Prkg Elev 01	4F/0R	3500	100	18153
1	Schindler	Hydraulic	Passenger	Sears Prkg Elev 02	4F/0R	3500	100	18153
Jefferson St Parking Ramp 100 Jefferson Street Wausau, WI 54401								
1	Schindler	Hydraulic	Passenger	Northwest Elev	6F/0R	3500	150	909965
1	Schindler	Hydraulic	Passenger	Southwest Elev	6F/0R	3500	150	909970
1	Schindler	Hydraulic	Passenger	TWR Stair Elev	2F/0R	3500	150	909969
1	Schindler	Hydraulic	Passenger	Sotheast Elev	6F/0R	4500	150	909976
Athletic Park Renovations 324 E Wausau Ave Wausau, WI 54403								
1	Schindler	Hydraulic	Passenger	Athletic Park Elev	3F/0R	125	2100	1476377
1	Otis	Hydraulic	Passenger	West Elev	2F/0R	2100	125	1578728
1	Garaventa	WhchrLft		WCL				1574045

INSURANCE

CONTRACTOR'S INSURANCE COVERAGE

Contractor shall procure and maintain, during the term of this Agreement, insurance coverage in the following amounts and types:

- (a) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability and Explosion, Collapse, Underground coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (b) Professional Liability
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$2,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (c) Auto Liability Coverage as least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 0 “Any auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The Umbrella Liability must be primary and non-contributory to any insurance or self-insurance carried by the City.
- (f) Additional Provisions
 - (i.) All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
 - (ii.) All sub-professionals shall be required to obtain the above coverages as applicable. The insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

- (iii.) Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
- (iv.) The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products-Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
- (v.) Waivers of subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability, Automobile Liability, and Umbrella Liability coverages.
- (vi.) Any deductible or self-insured retention must be declared to the City.
- (vii.) Prior to execution of the Contract, the Contractor shall file with the City a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

INDEMNIFICATION PROVISION

Schindler Elevator Corporation hereby agrees to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any negligence, whether active or passive, or willful misconduct of Schindler Elevator Corporation or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement. This indemnification, defense and hold harmless obligation shall exist for Schindler Elevator Corporation even if liability is also sought to be imposed or is alleged against City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers for their own acts, omissions, fault or negligence arising out of or in connection with or relating to this Agreement, provided, however, that neither party shall be obligated to indemnify the other beyond the proportionate extent of that party's negligence.

Schindler Elevator Corporation shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Schindler Elevator Corporation employs other persons, firms, corporations or entities (sub-contractors) as part of the work that is the subject of this Agreement, it shall be Schindler Elevator Corporation's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which contains identical indemnity, defense and hold harmless provisions and obligations as this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

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

RESOLUTION OF THE COMMON COUNCIL

Approving Amendments to City-County Information Technology Commission Intergovernmental Agreement and Operating Agreement

Committee Action: Approved by City-County Information Technology Commission

Fiscal Impact: None

File Number: 21-0522

Date Introduced: January 14, 2025

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☐ No ☐	Budget Source:
	One-time Costs:	Yes ☐ No ☐	Amount:
	Recurring Costs:	Yes ☐ No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the City-County Information Technology Commission (“CCITC”) is an entity created and owned by the City of Wausau, Marathon County, and North Central Health Care, pursuant to that Intergovernmental Agreement (“Agreement”), established in accordance with §66.0301, Wis. Stats., and effective May 17, 1983, for an indefinite term, for the purpose of providing information technology services to its partners; and

WHEREAS, Changes made to the April 2021 Intergovernmental Agreement and Operating Agreement are summarized and attached as Exhibit A.

WHEREAS, by its terms, the Agreement requires the approval of each partner’s governing body.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the City-County Information Technology Commission Intergovernmental Agreement and Exhibit A, Operating Agreement, as attached, and authorizes the appropriate staff to execute the updated Agreement, effective January 14, 2025.

Approved:

Doug Diny, Mayor



EXHIBIT A

Summary of Changes

Intergovernmental Agreement

City of Wausau and CCITC

April 2021 to January 2025

Article V

Board of Commissioners

Section 2.

e: Changed North Central Health Care Center from CEO to Executive Director

f: Changed North Central Health Care Center from CEO to Executive Director

Article VI

Powers of the Board of Commissioners

Section 1.

e.

2021: Fix the salaries of the personnel employed

2025: Annually, approve the budget for salaries, wages and benefits as well as the total Full-Time Equivalent staffing number.

f.

2021: Enter into contracts to render to or secure services, including professional consultation services

2025: Approve the pay ranges (i.e. Salary schedule) for positions

g.

2021: (f) Enter into contracts to render to or secure services, including professional consultation services;

2025: Enter into contracts to render to or secure services, including professional consultation services, unless said authority has been delegated to the Director

ARTICLE VII

Board Procedures

Section 1: Changed the annual meeting from April to May.

Section 5: Changed required number of board members required to constitute a quorum from 5 to 4.

ARTICLE X

Powers and Duties of Director

Section 4: The Director shall make recommendations to the Board for:

2021:

a. Personnel and salaries of employees

b. Changes in services;

c. Contracts.

2025:

- a. Annual budget for salaries and benefits of employees;
- b. Changes in services;
- c. Contracts and may enter into contracts consistent with the delegation of authority as defined by the board of directors.

ARTICLE XII

Dissolution

Section 1:

2021: Section 1: The organization shall be dissolved upon a favorable vote of three-quarters (6/8) of all Commissioners.

Corrected below to reflect the accurate number of Commissioners:

2025: The organization shall be dissolved upon a favorable vote of five of the seven (5/7) Commissioners.

Summary of Changes

CCITC Operating Agreement

City of Wausau and CCITC
June 2023 to January 2025

Removed the following section from 2025 version:

Risk Management retainer

CCITC shall contract with County Risk Management for a fixed rate, approved by the CCITC Board, for sharing education and consulting advice.

September 2024

CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, effective April 6th, 2021, is made between Marathon County, the City of Wausau, and the North Central Health Care governmental units located in the State of Wisconsin, an establishment of a commission in accordance with Wis. Stats., §66.0301 as follows:

ARTICLE I

Name and Office

The name of this commission shall be the **City-County Information Technology Commission**. The principal office of the commission shall be at 407 Grant Street, Wausau, Wisconsin 54403.

ARTICLE II

Purpose

The purpose of the City-County Information Technology Commission (CCITC) is to provide for the implementation and operation of a cooperative data and management information system at a reasonable cost to foster efficiency in the provision of services under the direction of the governing Board of Commissioners.

ARTICLE III

Definition of Terms

For the purpose of this agreement, the following definitions shall be in effect:

"Commission" means the City-County Information Technology Commission.

"Board" means the Board of Commissioners of the City-County Information Technology Commission.

"Governmental Unit" means any city, village, township, county, school district or other political subdivision as sanctioned by law.

"Partner" means the governmental units which are parties to this agreement.

"Software" means computer programs, forms designs, user manuals and associated documentation.

"Enterprise equipment and systems" means all forms of technology in hardware and software that CCITC uses to provide services such as networking, security, storage, servers, etc to all Partners.

ARTICLE IV

Additional Partners

Section 1: Additional governmental units desiring to be Partners of this Commission shall adopt and execute a copy of this agreement and pay the established dues and charges upon approval of the existing Partners' governing boards.

ARTICLE V

Board of Commissioners

Section 1: The Commission shall be governed by a Board of Commissioners to be known as the City-County Information Technology Commission Board.

Section 2: The City-County Information Technology Commission Board shall consist of seven (7) Commissioners. The Commissioners shall be the persons occupying the following positions:

- a. City of Wausau Mayor or Designee.
- b. City of Wausau Finance Director.
- c. Marathon County Board of Supervisors' Chairman or Designee.
- d. Marathon County Administrator or Designee.
- e. North Central Health Care Center Executive Director or designee
- f. North Central Health Care designee. The North Central Health Care Executive Director will be the designator
- g. The seventh Commissioners shall be appointed by a majority of the other six (6) Commissioners. Once appointed by the CCITC Board, the citizen commissioner shall be confirmed by the Marathon County Board, The city of Wausau Common Council and the

North Central Health Care board.

Section 3: The citizen Board Commissioner may be removed by majority vote of the Marathon County Board of Supervisors, the City of Wausau Common Council, and the North Central Health Care Board.

Section 4: The citizen Commissioner shall serve for a term of two (2) years . Beginning in April 2021, the non-citizen members shall recruit candidates for the citizen position and recommend the candidate for appointment by each of the member entities at least one week before the May CCITC Board meeting. Commissioners may be re-appointed to additional terms.

Section 5: The term of the citizen Commissioner shall end at the time of the May Marathon County Board of Supervisors meeting held in the middle of the term of the chairman of the Marathon County Board of Supervisors.

Section 6: In the event of a need to fill the position mid-term, an interim appointment will be made. If the opening is within 9 months of the end of the term, the CCITC board will appoint an interim commissioner to serve out the remainder of the term.

Section 7: The citizen commissioner shall be paid a per diem for each meeting attended, whether in person or virtual. The per diem amount should be set during the annual budget approval process for CCITC rates. The member would also be eligible for mileage reimbursement.

ARTICLE VI

Powers of the Board of Commissioners

Section 1: Subject to rules promulgated under the Wisconsin Statutes and Marathon County/City of Wausau ordinances and goals established by the City-County Information Technology Commission Board, the Board shall provide for:

- a. Continuous planning, development and evaluation of programs and services for all service groups;
- b. Establish long-range goals and intermediate range plans, detail priorities and estimate costs;
- c. Develop new resources necessary to carry out its purposes;
- d. Appoint a Director of the Commission on the basis of recognized and demonstrated interest in and knowledge of information systems, with due regard to training, experience, administrative ability, and general qualifications and fitness for the performance of the duties of the Director;

e. Annually, approve the budget for salaries, wages and benefits as well as the total Full-Time Equivalent staffing number

f. Approve the pay ranges (i.e. Salary schedule) for positions

f. Enter into contracts to render to or secure services, including professional consultation services, unless said authority has been delegated to the Director

g. Perform all functions required by applicable law;

h. To acquire, hold and dispose of property both real and personal as the Board deems necessary, to accumulate and maintain reasonable working capital reserves and invest and reinvest these funds subject to the applicable laws;

i. Shall cause an annual independent audit of the books to be made and shall make a monthly financial accounting, and report to the Partners;

j. The Board may purchase public liability insurance and such other bonds or insurance as it may deem necessary;

k. The Board may adopt such rules and procedures as necessary with regard to its process and actions.

l. Annually review and adopt a charge-back system.

Section 2: The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental unit or organization and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement.

Section 3: The Board may exercise any other power necessary and incidental to the accomplishment of the general purpose.

ARTICLE VII

Board Procedures

Section 1: The annual meeting of the Board shall be held in May at the time and place designated by the Chairman.

Section 2: The regular meetings of the Board shall be held monthly as scheduled by the Chairman at the previous meeting.

Section 3: Special meetings of the Board shall be called by the Secretary upon request of the Chairman.

Section 4: Notice of regular and special meetings of the Board shall be given at least twenty-four (24) hours before such meeting in a manner which complies with the Wisconsin Open Meeting Law.

Section 5: At all meetings of the Board, the presence of **four (4)** Commissioners shall constitute a quorum and action shall be taken by majority vote of Commissioners present and constituting a quorum.

Section 6: All parliamentary practice in conducting the business of the meeting not herein specifically provided for shall follow [the most current edition of] Robert's Rules of Order[newly revised].

Section 7: Board Commissioners that may be required to travel to meetings outside of Marathon County shall be reimbursed for expenses subject to obtaining prior approval from the Board. Approval of expenses shall be made by the Board upon review of an itemized statement submitted by the Commissioner.

ARTICLE VIII

Board Committees

Section 1: The Chairman of the Board may appoint such committees as deemed necessary to carry out functions and responsibilities of the Board subject to approval by the Board.

Section 2: The Chairman may appoint as members to such committees persons who are qualified to serve but who are not Commissioners of the Board subject to approval of the Board.

ARTICLE IX

Officers

Section 1: The officers of the Board shall be Chairman, Vice Chairman, Secretary-Treasurer, and shall be elected by the Board at its annual meeting.

Section 2: Nomination for each office of the Board shall be made by the Commissioners of the Board at the annual meeting of the Board.

Section 3: Officers shall be elected by the Commissioners for each office. The nominee receiving

the most votes for each office shall be elected.

Section 4: The term of office of each officer shall be one (1) year or until a successor shall be elected.

Section 5: The Chairman shall preside at all meetings of the Board.

Section 6: The Vice Chairman shall, in the absence or incapacity of the Chairman, perform the duties of the Chairman.

Section 7: The Secretary-Treasurer shall be responsible for the minutes of the Board and shall assure that notices of all meetings of the Board are given, and shall perform all usual duties of the office of Treasurer.

ARTICLE X

Powers and Duties of Director

Section 1: All of the administrative duties of managing, operating, maintaining, and improving the services shall be vested in the Director subject to such delegation of authority as is consistent with Wisconsin Statutes.

Section 2: In consultation and agreement with the Board, the Director shall prepare:

- a. An annual plan and budget of all funds necessary for providing services, in which priorities and objectives for the year are established as well as modifications of long-range objectives;
- b. Intermediate-range plans and budgets;
- c. An annual report of the operations of the services.

Section 3: The Director shall manage the implementation of the plans as approved by the Board.

Section 4: The Director shall make recommendations to the Board for:

- a. Annual budget for salaries and benefits of employees;
- b. Changes in services;
- c. Contracts and may enter into contracts consistent with the delegation of authority as defined by the board of directors

ARTICLE XI

Financial Matters

Section 1: The fiscal year of the Commission shall be the calendar year.

Section 2: An annual budget for the upcoming year shall be reviewed by the Board in August of each year. A budget shall be approved at the September board meeting and copies shall be mailed to the chief administrative officer of each Member by the Director (or Finance Manager) within two weeks of the approval. Such budget, including charges for services, shall be deemed approved by the Member unless the Member gives notice in writing that it is withdrawing from the Commission within sixty (60) days of adoption of the budget.

Section 3: The Board shall have the authority to fix cost sharing charges for all Partners in an amount sufficient to provide the funds required by the budget. The cost sharing ratio shall be fixed by the Board annually at the budget meeting. An initial capital contribution shall be made to the Commission by new Partners if they will be sharing use of assets previously purchased by other Partners. Said asset purchase rate shall be set by the Board. Any subsequent usage of assets not originally purchased may be charged to the new member at a rate to be determined by the Board.

Section 4: Billings for all charges shall be made in conjunction with the chargeback system as approved by the Board. Any Member whose charges have not been paid within sixty (60) days after the billing shall be in default and shall not be entitled to further voting privileges nor to use any of the Commission facilities and programs until such time as it is no longer in default. In the event that such charges have not been paid within sixty (60) days after such billing, such defaulting Member shall be deemed to have given notice of withdrawal from membership. In the event of a bona fide dispute between the Member and Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member in good standing, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available.

Section 5: Excess revenues or unspent appropriations shall be considered by the Board when establishing the chargeback system.

Section 6: Insurance All equipment managed by CCITC shall be identified as owned by CCITC or a member. A report of assets shall be provided to each member annually. CCITC shall maintain insurance on all property owned by CCITC which shall include such items as PCs, laptops, monitors and furniture used by CCITC staff as well as all servers, networking equipment, electronic appliances, software and storage purchased by CCITC and used to support all Partners (also known as enterprise equipment and systems).

Each member is responsible for insuring assets purchased by the member such as Pcs, laptops,

networking equipment, servers, printers, telephones, etc.

ARTICLE XII

Dissolution

Section 1: The organization shall be dissolved upon a favorable vote of five of the seven (5/7) Commissioners.

Section 2: In the event of dissolution the Board shall determine the measures necessary to effect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit and subject to the provisions of this agreement.

Section 3: Upon dissolution, the remaining assets of the Commission, after payment of all obligations, shall be distributed among the then existing Partners in proportion to the five year average of annual operating contributions, as determined by the Board, provided that computer software prepared for such Partners shall be available to them, subject to such reasonable rules and regulations as the Board shall determine.

Section 4: If, upon dissolution, there is an organization deficit, such deficit shall be charged to and paid by the Partners on the basis of the charge back ratio average over the previous 5 years.

Section 5: In the event of dissolution, the following provisions shall govern the distribution of computer software owned by the organization:

- a) All such software shall be an asset of the organization.
- b) A Member may use (but may not authorize reuse by others) any software developed during its membership upon (1) paying any unpaid sums due, (2) paying the costs of taking such software, and (3) complying with reasonable rules and regulations of the Board relating to the taking and use of such software, such rules and regulations may include a reasonable time within which such software must be taken by any Member or former Member desiring to do so.

ARTICLE XIII

Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms.

ARTICLE XIV

Amendments

This agreement may be amended at any regular meeting of the Board or at any special meeting called for the purpose of amendment. Such amendment shall require the ratification of the action by the governing Board of each voting Member that is a party to this agreement.

ARTICLE XV

Operating Agreement

CCITC shall maintain an Operating Agreement that is attached as Exhibit A and hereby incorporated into this agreement [by reference]. The Operating Agreement defines details of operations. [as CCITC provides data and management information system services through its computers to its Partners].

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be executed on their behalf in accordance with the adopted resolutions which are attached.

Dated this ____ day of _____, 2020.

WITNESS:

MARATHON COUNTY:

_____ By: _____

CITY OF WAUSAU:

_____ By: _____

North Central Health Care:

_____ By: _____

Exhibit A

City-County Information Technology Commission Operating Agreement

September 2024

As CCITC was created to provide for the implementation and operation of a cooperative data and management information systems at a reasonable cost to foster efficiency in the provision of services under the direction of the governing Board of Commissioners, this Agreement provides for the detail of those operations in the provision of those services:

CCITC serves Marathon County, the City of Wausau, and North Central Health Care (the Partners).

Mutual Hold Harmless/Indemnification

City-County IT Commission hereby agrees to release, indemnify, defend, and hold harmless Marathon County, the City of Wausau and North Central HealthCare (NCHC) , its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of the Partner's officers, officials, employees, agents or assigns.

Marathon County, the City of Wausau and North Central HealthCare hereby agrees to release, indemnify, defend, and hold harmless the City-County IT Commission, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of City-County IT Commission's officers, officials, employees, agents or assigns.

Immunity

Nothing contained in this agreement is intended to be a waiver or estoppel of the rights of the County, NCHC and/or City of Wausau and their insurers to assert their rights to all affirmative defenses, limitations of liability and immunities as specifically set forth in Wisconsin Statutes, including sections 893.80, 895.52 and 345.05, and related statutes.

Insurance

In addition to CCITC, each of the three partners shall carry their own individual liability insurance with a carrier of at least an AM Best A- rating, which shall include, but not be limited to a cyber security liability policy. The premiums and other costs of the individual insurance, including the cyber security liability policy, will be borne individually by each entity. Cyber security liability coverage limits should be at least \$2,000,000 in aggregate coverage. In the event of a cyber breach, each of the entities should report the event to their respective insurance provider. It is understood by the parties that every

potential breach has distinct facts with unique cause(s) and any responsibility for damages associated with a breach will be controlled by those facts and subject to the terms, conditions, exclusions, and limitations in any applicable policy of insurance.

The City of Wausau, Marathon County and North Central Health Care are additional insureds under the cyber and other professional liability policies of the City-County IT Commission for wrongful acts, as defined by CCITC's policy, committed by or on behalf of CCITC under the Operating Agreement ("Agreement"), effective on the date of this Agreement.

Sub-Contractors Insurance

CCITC will require all sub-contractors to obtain and maintain insurance coverage consistent with Marathon County's minimum insurance requirements for sub-contractors.

Health Insurance

CCITC shall provide Health Insurance to its employees. In 2020, and for previous years, the City of Wausau has included CCITC as an additional insured under the city's health and dental plans. The total cost of providing the plans has been paid for by CCITC. The employer/employee premium split shall be determined by the CCITC Board. In the event that CCITC is forced to find their own plan the premium split will be determined by its board using a cost/benefit plan analysis.

Property and Asset Coverage

The City of Wausau shall insure the area rented by CCITC, its fixtures and fittings, furniture, and the environmental systems, including the HVAC and fire alarms for the server room.

CCITC shall track, insure, and depreciate technology assets that are purchased to serve all or multiple agencies. These are "enterprise assets".

All assets purchased by CCITC but paid for fully by an agency shall be recorded on the agency's fixed asset system, insured by the agency, and depreciated according to their depreciation schedule.

HR Advising Retainer

CCITC shall contract with County Employee Resources for a fixed rate, approved by the CCITC Board, to provide the following:

- 1) Advice and policy help with HR practices
- 2) Assistance managing all types of leave issues including FMLA, PTO, Funeral, etc.
- 3) Consulting for any potential HR practice lawsuits
- 4) Recruiting, Interviewing, Onboarding, Performance Management, etc.

Legal Retainer

CCITC shall contract with County Corporation Counsel for a fixed rate, approved by the CCITC Board, for legal services including:

- 1) Contract negotiations for technology purchases
- 2) Other legal advice as needed

Risk Management retainer

CCITC shall contract with County Risk Management for a fixed rate, approved by the CCITC Board, for sharing education and consulting advice.

Data Ownership

Each agency is the owner of the data that they enter into their agency or CCITC enterprise systems. CCITC provides access to the information.

Business Associate Agreements (“BAA”) and Qualified Service Organization Agreements (“QSO”)

CCIT shall confer with legal counsel for each partner agency to determine whether BAA and/or QSO agreements between CCIT and the partner agency are necessary. To the extent that legal counsel for any partner agency determines that execution of a BAA and/or QSO is necessary in order to ensure compliance with applicable federal and state laws, CCIT shall enter into a BAA and/or QSO agreement in format provided or deemed acceptable by the partner agency. Each partner agency will have to make an independent determination of whether the information exchanged between CCIT and the partner agency is subject to applicable HIPAA and 2 CFR Part 2 regulations thus necessitating the execution of such agreements.

Criminal Justice Information Security (CJIS)

CCITC will maintain security for law enforcement data following CJIS guidelines and will coordinate CJIS audit responses relative to IT Security.

Serving Other Governmental Entities

The CCITC shall have as its primary responsibilities to serve the three partners. CCITC may provide services to other similar entities in law enforcement, local government, and community-oriented non-profits so long as these, “external entities” pay the fully loaded cost of providing the service and the services provided to the partners are not significantly impacted. In addition, there should be a public purpose served, such as allowing for a broader base for sharing of enterprise system costs. Any agreements to provide services to external entities must be approved by the CCITC Board in advance.

Finances

Each year CCITC shall review labor usage by each of the agencies and use a three-year rolling average to determine the operating cost split between the agencies.

CCITC shall establish a rate sheet for device support. The rates should reflect an internal rate for the three agencies that own CCITC as well as an external rate that reflects additional overhead costs. The goal of PC support rate is to cover the costs of the PC Technicians. PC Technician time shall not be used in determining the operating split. Other rates should reflect the costs to support the applicable service.

Annual PC and Phone support invoices will include all equipment as of 12/31 of the prior year. Adjustments will not be made for equipment returned after the 12/31 cutoff. Exceptions may be made for obsolete equipment, but not for equipment that will be redeployed. There is no proration of the support fee. This would cause an unnecessary complication in the billing process. There is no support

charge for equipment in the year it is initially installed, which should balance out paying a support cost in the year of retirement.

The annual budget will include a distinct security category that includes, to the extent practical, resources dedicated to cyber security such as licenses, contracts and agreements.

In the event that new security risks are encountered mid budget cycle and require investments to meet new current best practices, customers will all participate in funding OR will accept the risks of not keeping up with best practices

Operating Budget discussions will begin in June and a draft will be presented in August with target acceptance in September

Capital Projects

CCITC shall work with each agency to plan capital projects. CCITC will follow the agency's schedule for submission (typically capital project requests are done in early June for the subsequent year).

Service Level Agreement

CCITC Shall set service level goals and metrics for evaluating goal performance in a Service Level Agreement. Service level metrics shall be reported to the CCITC Board monthly. Changes to the SLA will only need to be approved by the CCITC Board.