



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

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:	Tuesday, January 23, 2024 at 6:30 P.M.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, 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:	Utility Commission Structure		
File #	CMT	Consent Agenda	ACT
24-0101	COUN	Approve Minutes of a previous meeting (12/19/2023).	Place on file
24-0104	PH&S	Resolution Approving Automatic Aid Agreement with South Area Fire and Emergency Response District.	Approved 4-0
24-0105	HR	Resolution to Approve Notice of Election to Self-Insure Worker's Compensation Program with CVMIC.	Approved 5-0
21-1109	FIN	Resolution Approving First Amendment American Rescue Plan Act Subrecipient Agreement – Catholic Charities.	Approved 5-0
20-0822	FIN	Resolution Approving the Towing Services Agreement with Joe Rader Towing LLC for primary towing services and with Lightning Towing for secondary towing services.	Approved 5-0
24-0106	FIN	Resolution Approving Nominal Payment Parcel for New Highway Right of Way Fee, Permanent Limited Easement, and Temporary Limited Easement at 7000 Stewart Avenue, Parcel 7, Transportation Project Plat 6999-09-02.	Approved 5-0
24-0107	FIN	Resolution Approving Nominal Payment Parcel for New Highway Right of Way Fee, and Temporary Limited Easement at 6631 Stewart Avenue, Parcel 16, Transportation Project Plat 6999-09-02.	Approved 5-0
24-0109	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement and Landscaping at 7500 Stewart Avenue, Parcel 2, Transportation Project Plat 6999-09-02.	Approved 5-0
22-0912	FIN	Resolution Accepting dedication of a portion of 7110 Stewart Avenue and a portion of 6601 Stewart Avenue for public right-of-way.	Approved 5-0
24-0111	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Wausau School District – 1200 West Wausau Avenue).	Approved 5-0
24-0112	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Green Bay Packaging Inc. – 6845 Packer Drive).	Approved 5-0
24-0113	CISM	Resolution Approving Revised Winter Street Maintenance Policy.	Approved 5-0
24-0114	FIN	Resolution Approving a Lease Agreement with City County Information Technology Commission.	Approved 5-0
24-0115	PLAN	Ordinance to Rezone 406 N 28th Avenue from SR-1, Single Residential-1 Zoning District to PUD, Planned Unit Development Zoning District and approve the GDP, General Development Plan.	Approved 7-0
24-0116	PLAN	Ordinance to Amending: Wausau Municipal Code § 23.02.51 – (NMU) Neighborhood Mixed Use Zoning District; Wausau Municipal Code § 23.02.52 – (SO) Suburban Office Zoning District; Wausau Municipal Code § 23.02.53 – (SMU) Suburban Mixed-Use Zoning District; Wausau Municipal Code § 23.02.54 – (UMU) Urban Mixed-Use Zoning District; Wausau Municipal Code § 23.02.55 – (DPMU) Downtown Periphery Mixed-Use Zoning District; Wausau Municipal Code § 23.02.56 – (DHMU) Downtown Historic Mixed-Use Zoning District; Wausau Municipal Code § 23.02.57 – (DRMU) Downtown High-Rise Mixed-Use Zoning District; Wausau Municipal Code § 23.02.60 – (LI) Light Industrial Zoning District; Wausau Municipal Code § 23.02.61 – (MI) Medium Industrial Zoning District; Wausau Municipal Code § 23.02.62 – (HI) Heavy Industrial Zoning District; Wausau Municipal Code § 23.03.05 – Table of land uses; Wausau Municipal Code § 23.03.10 – Commercial land uses; Wausau Municipal Code § 23.03.28 - Accessory land uses and structures; Wausau Municipal Code § 23.06.20 – Exterior lighting standards; Wausau Municipal Code § 23.09.05 – Definitions and rules related to sign groups, sign categories, and sign types; Wausau Municipal Code § 23.09.11 – permitted sign uses.	Approved 7-0
23-1109	FIN	Resolution Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2024 Comprehensive Fee Schedule).	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
24-0102	MAYOR	Mayor's Appointments	Placed on file
24-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated.	Approved 4-0
23-1215	COUN	Reconsideration of the Resolution Approving Master Partnership Agreement between the City of Wausau, Wausau Water Works and Community Infrastructure Partners LLC for lead service line replacement and related infrastructure work.	Approved 11-0
Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			

24-0103	COUN & ETHICS	Ordinance Amending Section 2.03.020 Definitions, Section 2.03.030 Standards of conduct, Section 2.03.040 Organization and composition of the board, Section 2.03.090 Findings of fact and conclusions--Orders and recommendation, Section 2.03.100 Removal, suspension and censure, Section 2.03.110 Costs; Repealing and recreating Section 2.03.050 Duties of the board, Section 2.03.060 Investigations of complaints, Section 2.03.070 Probable cause of violation, Section 2.03.080 Hearing procedure; and creating Section 2.03.075 Investigative powers.	Approved 4-0
24-0105	COUN & AIRC	Resolution Recommending that the Common Council authorize staff to send a letter to the City of Schofield regarding the installation of an unauthorized improvement to Radtke Point Park.	Approved 4-0
22-0406	FIN	Resolution Approving Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance.	Pending
24-0110	FIN	Resolution Approving the alleged claim for recovery of unlawful tax – 901 S. 22nd Avenue (Drake).	Pending
23-1109	FIN	Resolution Approving 2024 Budget Modification – Outreach Coordinator Funding.	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Mayor Katie Rosenberg

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@ci.wausau.wi.us with “Common Council public comment” in the subject line prior to the meeting start.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 01/19/2023 @ 4:00 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.

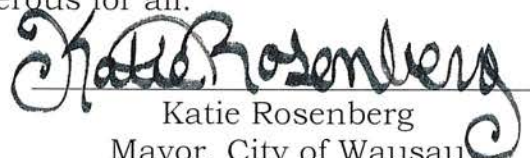
Proclamation

- WHEREAS,** during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and
- WHEREAS,** Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and
- WHEREAS,** the theme for 2024 is African Americans and the Arts; in the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary, and other forms of cultural expression, the African-American influence has been paramount; and
- WHEREAS,** the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and
- WHEREAS,** the City of Wausau continues to work toward becoming an inclusive community in which all citizens – past, present and future – are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and
- WHEREAS,** the City of Wausau is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim February 2024 as

Black History Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens so that they may celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful, and prosperous for all.



Katie Rosenberg
Mayor, City of Wausau
January 17, 2024



Proclamation

- WHEREAS,** January's new moon signifies a new year in the lunar calendar, shepherding in two weeks of celebrations for the Lunar New Year beginning on February 10, 2024; and
- WHEREAS,** this marks the end of the Year of the Rabbit and beginning of the Year of the Dragon – associated with power, success, honor and luck; and
- WHEREAS,** the traditional Chinese Lunar New Year celebration, also known as the Spring Festival, dates back as early as the fourteenth century B.C.; and
- WHEREAS,** the Lunar New Year is celebrated in many Asian countries as well as in the United States and recognized as a time for gathering, sharing of meals, family reunions, reaffirming bonds, and reflection; and
- WHEREAS,** Wausau is a Community for All and home to a diversity of Asian communities, including families who celebrate the Lunar New Year; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim February 10, 2024

Lunar New Year Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens so that they can join me in this special observance.

Katie Rosenberg
Mayor, City of Wausau
February 1, 2024



Proclamation

- WHEREAS,** on February 3, 1943, an enemy torpedo struck the army transport *Dorchester* as it carried 902 officers and enlisted men, Navy armed guard, merchant seamen and civilian workers in the North Atlantic; less than one third were able to be rescued; and
- WHEREAS,** as the *Dorchester* took on water, four Army chaplains calmed frightened soldiers, aided the wounded, and guided the disoriented toward safety. They opened a storage locker and began distributing life vests; when the supply was exhausted, the chaplains removed their own and gave them to four young men; and
- WHEREAS,** these four chaplains were Methodist Chaplain Lt. George L Fox, Jewish Chaplain Lt Alexander D Goode, Roman Catholic Lt John P Washington, and Dutch Reformed Chaplain Lt Clark V Poling; and
- WHEREAS,** in 1961, President Eisenhower awarded a posthumous Special Medal for Heroism, intended to have the same weight and importance as the Medal of Honor; and
- WHEREAS,** every year, American Legion posts nationwide commemorate the selfless acts of the Four Chaplains on or near February 3rd; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim February 4, 2024 as

Four Chaplains Sunday

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.


Katie Rosenberg
Mayor, City of Wausau
February 1, 2024



Proclamation

- WHEREAS**, the future is, to a large measure, dependent on the good health of our families; and
- WHEREAS**, good health can be achieved, in part, through good dental habits learned early and reinforced throughout life; and
- WHEREAS**, more than half of children aged 6 to 8 have had a cavity in at least one of their baby teeth; and
- WHEREAS**, more than half of adolescents aged 12 to 19 have had a cavity in at least one of their permanent teeth; and
- WHEREAS**, children should have their first dental visit by 12 months of age, or within 6 months of their first tooth coming in; and
- WHEREAS**, children taught to brush with fluoride toothpaste twice a day and floss daily will have significantly fewer cavities; and
- WHEREAS**, dental sealants on the chewing surfaces of the back teeth will prevent 80% of cavities; and
- WHEREAS**, maintaining good oral health will protect teeth for a lifetime, improve self-esteem, and help reduce the risk of heart disease, stroke, and some cancers; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim February 2024 as

National Children's Dental Health Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.


Katie Rosenberg
Mayor, City of Wausau
January 28, 2024



- WHEREAS,** Marathon County, Wisconsin receives an average of 53 inches of snow per year; and
- WHEREAS,** melting snow often reforms as ice on sidewalks and roads, causing hazardous conditions; and
- WHEREAS,** salt is often used to combat icy conditions; and
- WHEREAS,** once you put salt down on sidewalks and roads and it does its job, it doesn't go away; instead, it travels into waterways via the storm sewers, putting aquatic life at risk and endangering freshwater resources; and
- WHEREAS,** it only takes one teaspoon of salt to pollute up to 5 gallons of water; and
- WHEREAS,** a 12 ounce cup of salt is enough to treat a 20 foot driveway or 10 sidewalk squares; and
- WHEREAS,** salt only has an effect when the temperature is above 15 degrees Fahrenheit; in lower temperatures it is better to use sand for traction; and
- WHEREAS,** sweeping up the salt after the ice has melted is very helpful, as this will prevent it from getting to the storm sewer; and
- WHEREAS,** the City of Wausau Department of Public Works (DPW) strives to use more brine than salt, being that it is more effective, coating the roadways better than plain salt, and keeps snow from being compacted by vehicle traffic, which can turn snow into ice; and
- WHEREAS,** DPW continues to improve their methods of salt usage by utilizing their APWA Winter Maintenance Supervisor certifications, regular calibration of machinery, and continuous monitoring of salt usage to look for areas that can be improved; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim January 22-26, 2024 as

Wisconsin Salt Awareness Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage them to find ways to use less salt in winter.

A handwritten signature in black ink that reads "Katie Rosenberg".

Katie Rosenberg
Mayor, City of Wausau

January 17, 2024



19 January 2024

Memo from the Mayor Regarding the Wausau Waterworks Utility Commission

Over the last two years, it's become evident that this policy body, the Wausau Common Council, would like to have more say over the Wausau Waterworks utility. In 2022, there were a few stray calls to abolish the utility commission but there have been no serious proposals or requests to discuss that concept by this body. However, over the last several months, I've heard complaints about the utility commission by members of this body once again, so I'd like to have that policy discussion instead of having it linger for another few months or years.

Policy question: Should the City of Wausau keep the utility commission as is, modify the commission, or abolish the commission and absorb those responsibilities into the Common Council?

Current Status: Chapter 13.04 of the Wausau Municipal Code governs the creation, membership, management, and control held by the independent, non-partisan utility commission. Since I was elected in 2020, the common council has elected a fellow alder to the commission twice, approved the appointment of a new member in 2020, and approved the reappointment of an existing member in 2021. The appointments are five-year terms and one member was reappointed by the council prior to 2020 session, his term set to expire in April 2024. The code also dictates that the mayor is the president and presiding officer of the utility commission.

- Wausau Water Works Water Division has a budget of \$12.8 million
- Wausau Water Works Wastewater Division has a budget of \$9.79 million

Modify the Commission: In its current form, there are a few potential modifications that would have some effect on policy setting at the commission level. The council may consider the makeup of the commission and prioritize certain attributes or needs when appointing members. The council may also consider creating a broader variety of advisors to the commission that includes other city directors such as the Finance Director and HR Director whose area of work focus is directly impacted by utility commission actions. Those advisors could also include pertinent Wausau City Council Chairs or the Council President.

Abolish the Commission: This would abolish the utility commission and reappropriate the duties to other city council committees or create a new committee.



Option 1: Utility Committee

Many cities in Wisconsin have Utility Committees made up of elected alders. Appleton, for instance, has a standing committee that oversees water filtration, distribution and installation of water main, wastewater treatment and any associated sewer lines, stormwater remediation and associated facilities. The committee also has rate setting responsibilities over the water and sewer utilities. Those rates, however, are all codified by the Appleton City Council.

Option 2: Water Utility & Environment Committee

In addition to utility discussions, City of Wausau Alders have had a variety of important discussions on topics that don't quite fit the missions of any of Wausau City Council Committees but could fit into a new committee. One option could be to create a Water Utility & Environment Committee where committee members could discuss not only the needs of the utility to meet regulatory requirements while balancing the resources of our community, but they could also be responsible for discussing environmental remediation efforts for soil, air, groundwater, and surface water.

Option 3: Utilities & Public Works Committee

Another option could be to position utility committee work alongside discussions related to other infrastructure work. In Lodi, for example, the Public Works and Utilities Committee provides oversight of the City's infrastructure and utilities including oversight for city buildings, improvements, streets, lands, storm water, and wastewater systems. The committee also performs the duties of the Board of Public Works. It might be quite a large workload for a committee like CISM to take on additional responsibilities without divesting of some other responsibilities.

Conclusion: The Wausau City Council is not powerless when it comes to the Wausau Waterworks Utility Commission. It has the authority, and responsibility, to determine how best to govern city and utility business. If the Wausau Waterworks Utility Commission is not meeting the needs of alders or our shared constituents, it's imperative that this body act to change how the utility is governed.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, December 19, 2023, in Council Chambers, beginning at 6:31 P.M.,
Mayor Katie Rosenberg presiding.

Roll Call

12/19/2023

Roll Call indicated 11 members present.

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

Presentation: Presentation and update on the site investigation at 1300 Cleveland Ave.

12/19/2023

Michael Debraske, Senior Project Engineer, and Roger Miller, Senior Hydrologist with GEI Consultants presented the update. Matt Thompson, Hydrogeologist Program Coordinator, with the Wisconsin Department of Natural Resources' Remediation and Redevelopment Program also provided information relevant to the presentation. Questions were asked and answered.

Consent Agenda

12/19/2023

Motion by Henke, second by Lukens, to adopt all the items on the Consent Agenda as follows:

23-1201 from the Common Council to approve Minutes of a previous meeting (11/21/2023 & 12/5/2023).

23-1203 Resolution from the Clerk's Office to appoint members of the Board of Election Officials for a term ending December 31, 2025.

03-0306 Resolution from the Finance Committee Authorizing the write-off of certain uncollectible delinquent accounts from the City's accounting records for the years 1996 to 2011.

23-1109 Resolution from the Finance Committee Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule).

03-0717 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, 2024, through December 31, 2024.

03-0717A Resolution from the Finance Committee Approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc., and the City of Wausau, from January 1, 2024, through December 31, 2025.

12-1214 Resolution from the Finance Committee Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2024, through December 31, 2024.

92-1135 Resolution from the Finance Committee Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system.

94-0828 Resolution from the Finance Committee & Room Tax Commission Resolution Approving Tourism Entity Agreement between the City of Wausau, Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

23-1205 Resolution from the Capital Improvements and Street Maintenance Committee Approving pedestrian access easement with Wausau Opportunity Zone, Inc. at 300 N. 3rd Street.

23-1206 Resolution from the Finance Committee Authorization of Reprogramming of Community Development Block Grant unused 2020, 2021 and 2023 program year funds into a Acquisition/Housing Development Activity.

23-1207 Resolution from the Capital Improvements and Street Maintenance Committee Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system on 72nd Avenue between Stewart Ave and Packer Dr.

23-1208 Resolution from the Capital Improvements and Street Maintenance Committee Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 84th Avenue and Innovation Way.

16-1110 Resolution from the Finance Committee Authorizing the Wausau Police Department to accept a Wisconsin Department of Justice (DOJ) 2024 Beat Patrol Grant of \$121,434.

23-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

23-1211 **12/19/2023**

Motion by Henke, seconded by Rasmussen, to adopt the Resolution from the Economic Development Committee Approving the Third Amendment to the Planning Option with Gorman & Company, LLC for the redevelopment of the former Westside Battery and L & S Printing properties at 415 S. 1st Avenue.

Diny questioned the potential cost for the city until 2025-26. The city is in development negotiations at this time so it is too early to know what the potential costs will be outside of an expected range. The amendment extends the deadline to finalize the development agreement. Diny questioned if there was an initial understanding of potential cost. There was an initial anticipated cost, but the city contribution will not happen until they convert to funding to permanent financing upon full occupancy in 2025-26. Diny questioned if there were any potential reasons for the project to be further altered. There is currently a sewer line relocation in flux.

Larson asked for more information on the sewer line relocation. It was stated that the city Engineering Department was looking at multiple options to successfully relocate the line. Larson questioned if the developer had secured grant funding. There was federal grant funding that was approved to the developer for this project to move forward.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

05-0406 Amendment **12/19/2023**

Motion by Kilian, seconded by Diny, to amend to add the word "solely" to the be it further resolved before affordable housing Resolution Extending the Life of Tax Increment Districts #6 for Affordable Housing.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

05-0406 **12/19/2023**

Motion by Watson, seconded by Lukens, to adopt the Resolution from the Economic Development Committee and the Finance Committee as amended Extending the Life of Tax Increment Districts #6 for Affordable Housing.

McElhaney questioned when the TID District would close if extended. By law, the district must close by April of 2025 if extended.

Kilian expressed approval of the projects for affordable housing listed specifically in the resolution. Kilian questioned if there was any indication that the funding could be used for lead lateral remediation. The language of the resolution does not list lead lateral remediation as a potential project to be funded by the TID extension. Kilian stated no objection to lead lateral remediation as a part of affordable housing projects but not towards remediation outside of that.

Rasmussen stated that this extension is a net-positive for the community because the TID was successful, and it is still closing on time. It was stated that this is an example of a successful use of TID.

Watson reiterated Rasmussen's comments and further stated that this will allow the city to properly allocate ARPA funding.

Gisselman questioned if the word in-fill housing would also include single-family housing. It was stated that Thomas Street in-fill housing is the priority when it comes to that aspect of the affordable housing. Those particular projects are single-family homes.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

23-1110

12/19/2023

Motion by Lukens, seconded by Herbst, to adopt the Resolution from the Capital Improvement & Street Maintenance Committee Approving 2024 Street Reconstruction Projects and Authorization to Let Bids.

Lukens shared constituent concerns with one of the street reconstruction projects that if an extra sidewalk was installed it would be at cost to the residents living there and present walkability issues.

Rasmussen stated that the construction of sidewalks would mitigate a safety issue of people walking on the road in the wintertime. It was further stated that when reconstruction projects are proposed a priority is given to connectivity to surrounding sidewalks and that increased foot traffic should not be seen as a negative.

Larson stated that safety, walkability, and affordability to residents were taken into consideration when this item passed the Capital Improvement & Street Maintenance Committee.

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

Yes Votes: 10

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

Suspend the Rules

12/19/2023

Motion by Watson, second by Henke, to suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

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

Yes Votes: 10

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

23-1210

12/19/2023

Motion by Rasmussen, second by Watson, to adopt the Resolution from the Common Council in Opposition of H.R. 3557, the "American Broadband Act of 2023."

Larson questioned what voting no and yes to this resolution would mean. A vote no means the resolution would not be forwarded to federal representatives and a vote yes will mean forwarding the resolution opposing H.R. 3357.

Martens questioned if the elimination of cable television franchise fees, which funds public access channels, would mean the loss of public access channels. The loss of the fees funding could inhibit the ability to air a public meeting in a public forum.

Rasmussen stated concerns with finding funding within the city budget for public access channels should cable television franchise fees be eliminated.

Diny questioned the source of this resolution and how it came to the respective department that brought it to the Common Council. There are several groups monitoring H.R. 3557 including the National Association of Counties, National League of Cities, United States Conference of Mayors, National Association of Telecommunication Officers, and the Wisconsin League of Municipalities.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

23-1213

12/19/2023

Motion by Watson, seconded by Herbst, to adopt the Resolution from the Common Council Instructing City staff to prepare a grant application to the Wisconsin Economic Development Corporation (WEDC) for the Community Development Investment (CDI) grant for the Eesa, LLC Bakery at 201 Forest Street.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

23-1215

12/19/2023

Motion by Watson, seconded by Henke, to adopt the Resolution from the Common Council Approving Master Partnership Agreement between the City of Wausau, Wausau Water Works and Community Infrastructure Partners LLC for lead service line replacement and related infrastructure work.

Gisselman questioned as to the experience and history of the partnering company. This company has worked within other municipalities across the country. Gisselman shared concerns if the company is well qualified to conduct this work and if they were registered to do work within the state. As part of the agreement, the company has agreed to register with the state to do business.

Kilian questioned if the contract left room to further develop agreements. The last paragraph of the contract states that the city would execute the agreement with substantial compliance with the draft attached to ensure input from the Common Council. Staff can continue to work with the company to ensure the agreement is executed under the direction of the Common Council.

Without objection, staff are directed to work with the company to ensure that they will conduct work for the city in accordance with the discussion had at this meeting.

Larson questioned if this was the only company that has come forward to conduct this work. This was the only company to respond to the request for qualifications for this particular work of replacement of lead service lines. Larson questioned fees clauses within the contract. The fees within the contract are based on key performance indicators in which the company would receive payment for work conducted and completed.

Diny questioned fee clauses within the contract and if the city would have to go to bonding to fund the project. Funding would come from state partners and national organizations for lead abatement. Diny questioned if the resolution would approve bonding. The resolution is only approving the contract and not appropriating any funds from bonding.

Rasmussen stated that the city has been at the forefront of this endeavor which has provided opportunities to secure funding and grants. Rasmussen stated support for moving forward with the contract as support to get this project started.

Gisselman requested regular updates to standing committees while the project moves forward.

Kilian requested that if the company does not agree to the contract in accordance with the discussion had at this meeting, the contract would then be brought back to the Common Council. The resolution gives staff the ability to negotiate with the company whatever additional items would be included in the discussion at this meeting. The contract will come back if not agreed upon.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

22-0105**12/19/2023**

Motion by Watson, seconded by Herbst, to adopt the Resolution from the Common Council Approving Revised First Amendment to Development Agreement with S. C. Swiderski, LLC and SCS Wausau, LLC – N. River Drive.

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

Yes Votes: 8

No Votes: 3

Abstain: 0

Not Voting: 0

Result: PASSED

23-1217**12/19/2023**

Motion by Watson, seconded by Herbst, to adopt the Resolution from the Common Council Referring request for sale of city-owned property - 902 and 904 W. Thomas Street.

Rasmussen questioned if this should be coming from a standing committee first. By city ordinance, a request for sale of a city-owned property must be referred to a standing committee by the Common Council.

Larson questioned if these parcels were slated for in-fill affordable housing. The parcels are too small for housing developments. Larson stated support as this moves the item to the Capital Improvements and Street Maintenance Committee for consideration.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Adjourn**12/19/2023**

Motion by Watson, second by Diny, to adjourn the meeting. Motion carried. Meeting adjourned at 8:25 P.M.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving Automatic Aid Agreement with South Area Fire and Emergency Response District.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 24-0104

Date Introduced: January 23, 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, the Wausau Fire Department and South Area Fire and Emergency Response District (SAFER), wish to enter into an agreement to provide mutual automatic aid; and

WHEREAS, the agreement will allow each agency to be more effective and efficient in providing fire protection and/or emergency medical services to the citizens within each area of service; and

WHEREAS, your Public Health and Safety Committee, at their December 18, 2023, meeting, discussed and recommended entering into the Automatic Aid Agreement.

NOW, THEREFORE, BE IT RESOVLED by the Common Council of the City of Wausau that the property city officials are hereby authorized to execute the attached Automatic Aid Agreement between the South Area Fire and Emergency Response District and the Wausau Fire Department.

Approved:

Katie Rosenberg, Mayor

**AUTOMATIC AID AGREEMENT
SOUTH AREA FIRE AND EMERGENCY RESPONSE DISTRICT
AND WAUSAU FIRE DEPARTMENT**

THIS AGREEMENT FOR FIRE PROTECTION SERVICE AUTOMATIC AID is made and entered into as of this 22nd day of August 2023 (the "Agreement"), by and between the South Area Fire and Emergency Response District ("SAFER"), and the Wausau Fire District ("WFD");

WHEREAS, it is the intention of SAFER and WFD to cooperate by providing mutual automatic aid in the area of fire protection ("Automatic Aid").

WHEREAS, each Agency finds this Agreement will allow each Agency to be more effective and efficient in providing fire protection and/or emergency medical services to the citizens within each area of service; and

WHEREAS, the parties recognize that response time is of utmost importance in preventing the loss of life and damage to property; and

WHEREAS, this Agreement is entered into pursuant to Wis. Stat. § 66.03125 and Wis. Stat. § 66.0301 providing for mutual aid and intergovernmental cooperation between SAFER and WFD.

NOW, THEREFORE, it is hereby agreed by and between SAFER and WFD that for good and valuable consideration the receipt and adequacy of which is hereby acknowledged:

1. **RECITALS.** The recitals set forth above are incorporated into the terms of this Agreement as if fully set forth herein.

2. **DEFINITIONS.** Automatic Aid means providing mutual automatic aid in the area of fire protection detailed herein to the Requesting District

District means either SAFER or WFD as the context may denote.

Responding District means the District providing Automatic Aid to the Requesting District.

Requesting District means the District requesting and receiving the Automatic Aid from the Responding District.

3. **EFFECTIVE DATE AND TERMINATION.** This Agreement shall be effective upon the adoption by both SAFER and WFD governing Boards and shall terminate only after at least thirty (30) days either the SAFER or WFD governing body provides written notice to the other of its intention to terminate this Agreement.

4. **SCOPE.** It is the intent of this Agreement that each District will automatically provide that aid to those areas outlined in ¶ ~~5~~ five below only after that authorization occurs as set forth in ¶ 6 and only if the Responding District, in the sole determination of the fire chief or officer in command of the Responding District, decides that sufficient personnel are available and such Automatic Aid is able to be provided by responding to the Requesting District as provided herein

which will not in any manner harm or place at risk the ability to provide said services to the Responding Districts service area.

5. **GEOGRAPHIC AUTOMATIC AID AREA & EQUIPMENT.** Automatic Aid shall be provided in the following geographic areas with the following equipment:

A. WFD shall provide Automatic Aid of a Ladder Truck within the boundaries of the fire protection district of the Village-Town of Rib Mountain, Town of Weston, and Village of Weston served by SAFER.

B. SAFER shall provide Automatic Aid of an ALS Ambulance within the City of Wausau municipal boundaries.

6. **INITIATION OF REQUEST AND RULES AND REGULATIONS.** The Requesting Districts fire chief or officer in command will request Automatic Aid through the Marathon County Sheriff's Department Dispatch Center to the Responding District. The Responding Districts fire chief or officer in command shall establish the rules and regulations under which personnel and equipment will be deployed.

7. **COMPENSATION.** Automatic Aid shall be rendered at no charge to either party to this Agreement.

8. **RISK ALLOCATION.**

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

B. Responsible for Own Actions. SAFER and WFD shall bear the risk of its own actions, as it does with its day-to-day operations.

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

D. Insurance. SAFER and WFD shall each maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of this Agreement.

E. Survival of Obligations. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.

9. **INDEMNIFICATION AND RELEASE.** SAFER shall defend, indemnify and hold harmless WFD, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against WFD, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising as a result of the acts or omissions of SAFER under this Agreement.

The WFD shall defend, indemnify and hold harmless SAFER, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against SAFER, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising as a result of the acts or omissions of WFD under this Agreement.

SAFER hereby releases WFD, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees, which may arise as a result of the acts or omissions of SAFER under this Agreement.

WFD hereby releases the SAFER, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees, which may arise as a result of the acts or omissions of WFD under this Agreement.

10. **ASSIGNMENT.** Neither party may sell, assign or transfer any interest in this Agreement.

11. **SEVERABILITY.** The invalidity of any one or more phrases, sentences, clauses or sections in the Agreement shall not affect the remaining portions of this Agreement or other parts thereof.

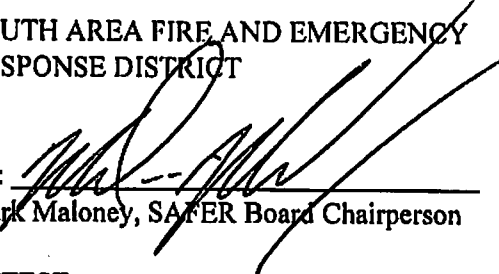
12. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the benefit of the parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person, firm, entity, or corporation.

13. **AUTHORITY.** Each party warrants and represents to each other that the execution of this Agreement by their respective officers has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding, and legally enforceable obligation of itself.

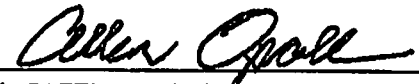
14. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties as set forth and supersedes all prior written and/or verbal agreements between the parties hereto.

IN WITNESS WHEREOF, SAFER, and WFD each cause this instrument to be signed, sealed and attached on its behalf, by its duly authorized representatives, all as of the day and year first above written.

SOUTH AREA FIRE AND EMERGENCY
RESPONSE DISTRICT

By: 
Mark Maloney, SAFER Board Chairperson

ATTEST:


Al Opall, SAFER Board Vice Chairperson

WAUSAU FIRE DISTRICT

By: _____
Katie Rosenberg, Mayor, City of Wausau

ATTEST:

Robert Barteck, Fire Chief, City of Wausau

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, December 18, 2023, at 5:00 P.M., Council Chambers

Members Present: Lisa Rasmussen (C), Doug Diny (VC) Becky McElhaney, Chad Henke

Members Excused: Lou Larson

Others Present: Mayor Rosenberg, Matt Barnes, Kraig Kruzan, Tegan Troutner, Tracy Rieger, Kaitlyn Bernarde, Kody Hart

Noting the presence of a quorum, Chairperson Rasmussen called the meeting to order at 5:01 P.M.

Discussion and possible action to approve the Automatic Aid Agreement with SAFER (South Area Fire and Emergency Response) District and the Wausau Fire Department.

Motion by McElhaney, seconded by Henke, to approve the agreement. Motion carried 4-0.

DRAFT

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approve Notice of Election to Self-Insure Worker's Compensation Program with CVMIC

Committee Action: Approved 5-0.

Fiscal Impact: *None*

File Number: 24-0105

Date Introduced: January 23, 2024

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:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐			

RESOLUTION

WHEREAS, the Common Council established a self-insured worker's compensation program administered by CVMIC effective January 1, 2013; and

WHEREAS, the City has a strong commitment to risk management and safety programs that will continue to reduce risk and improve worker safety; and

WHEREAS, the City of Wausau is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to self-insure its worker's compensation liability, to report faithfully all compensable injuries and to comply with the Act and rules of the Department, according to DWD 80.60(3), Wisc. Admin. Code; and

WHEREAS, the Finance and Human Resources Committees recommended approval of the Notice of Election to self-insure a worker's compensation program administered by CVMIC.

BE IT RESOLVED, by the Common Council of the City of Wausau does ordain as follows:

- 1) Evidence its intent and agreement to self-insure its worker's compensation liability by its continuing its self-insured worker's compensation program.
- 2) Agree to faithfully report all compensable injuries and to comply with Chapter 102, Wis. Stats., and the rules of the Department in accordance with 102.28(2)(b) and (c), Stats.
- 3) Authorize the Human Resources Director to notify the Wisconsin Department of Workforce Development, Worker's Compensation Division, according to DWD 80.60(3)(b)2 of its notice of election, accompanied by a copy of this executed resolution.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper City officials and designees are hereby authorized and directed to execute and administer the plan as approved by this resolution.

Approved:

Katie Rosenberg, Mayor

DRAFT

**CITY OF WAUSAU JOINT HUMAN RESOURCES COMMITTEE
and WAUSAU WATER WORK COMMISSION
MINUTES OF OPEN SESSION**

DATE/TIME: January 8, at 4:45 p.m.

LOCATION: City Hall (407 Grant Street) – Council Chambers

HUMAN RESOURCES COMMITTEE MEMBERS PRESENT: Becky McElhaney (C), Gary
Gisselman, Dawn Herbst, Tom Killian, Michael Martens

WAUSAU WATER WORKS COMMISSION MEMBERS PRESENT: Katie Rosenberg (President),
Dawn Herbst, Jim Force, Joe Gehin, John Robinson

MEMBERS ABSENT:

Also Present: J. Henderson, E. Lindman

**Discussion and Possible Action Approving Notice of Election to Self-Insure Worker's
Compensation Program with CVMIC.**

Henerson explained that this not a new election but is something that needs to be approved annually by the committee.

Motion by Gisselman to approve notice of election to self-insure worker's compensation program with CVMIC. Second by Herbst.

Martens said this is why he asked about the number of worker's compensation claims, as the City is self-insured, and is pleased that Police and Fire have a physical therapist to help and are looking to roll out something like it to Public Works. Henerson said that they can also do better at safety committee meetings with doing route cause analysis, looking at near misses, and having a more proactive approach.

All ayes. Motion passed 5-0.

Human Resource Committee Packet

January 8, 2024

Agenda Item
Discussion and Possible Action Approving Notice of Election to Self-Insure Worker's Compensation Program with CVMIC
Background
The Common Council established a self-insurance program administered by CVMIC effective January 1, 2013. The Wisconsin Worker's Compensation Act provides that covered employers either insure their liability with Work Comp insurers or be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for its own worker's compensation risk and payment.
Fiscal Impact
None
Staff Recommendation
Approve the Notice of Election to Self-Insure Worker's Compensation Program administered by CVMIC.
Staff contact: Anne Keenan (715-261-6632)

RESOLUTION OF THE FINANCE COMMITTEE

Approving First Amendment American Rescue Plan Act Subrecipient Agreement – Catholic Charities.

Committee Action: Approved 5-0

Fiscal Impact: \$51,129

File Number: 21-1109

Date Introduced: January 23, 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, the Common Council, on September 27, 2022, approved allocating \$540,000 to Catholic Charities for a two-year contract to operate a year round nighttime warming center and day center; and

WHEREAS, on December 13, 2022, the Common Council amended its September 27, 2022, budget amendment by adding an additional \$237,991 to Catholic Charities for the warming center for a total allocation of \$777,991; and

WHEREAS, on March 14, 2023, the Common Council approved Catholic Charities and The Open Door to partner with The Open Door operating the day warming center for an additional cost of \$51,129 bringing the total allocation to \$829,120; and

WHEREAS, the City and Catholic Charities entered into an American Rescue Plan Act Subrecipient Agreement to provide the community a nighttime shelter for unhoused individuals in our community from May 1 – October 31 dated August 10, 2023 (“Agreement”) for a budget not to exceed \$591,129; and

WHEREAS, the Common Council, on August 28, 2023, terminated the American Rescue Plan Act Subrecipient Agreement between The City and The Open Door; and

WHEREAS, your Finance Committee, at their January 9, 2024 meeting, discussed and recommended allocating the \$51,129 that was originally earmarked to Catholic Charities for oversight of

the Open Door to manage the day center.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the attached First Amendment American Rescue Plan Act Subrecipient Agreement with Catholic Charities.

Approved:

Katie Rosenberg, Mayor

FIRST AMENDMENT AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT

This Amendment (“Amendment”) to the American Rescue Plan Act Subrecipient Agreement between the City of Wausau, (“The City”) and Catholic Charities of the Diocese of La Crosse, Inc., (“Subrecipient”) is made this _____ day of _____, 2024.

WHEREAS, the Common Council, on September 27, 2022, approved allocating \$540,000 to Subrecipient for a two-year contract to operate a year round nighttime warming center and day center; and

WHEREAS, on December 13, 2022, the Common Council amended its September 27, 2022, budget amendment by adding an additional \$237,991 to Subrecipient for the warming center for a total allocation of \$777,991; and

WHEREAS, on March 14, 2023, the Common Council approved the Subrecipient and The Open Door to partner with The Open Door operating the day warming center for an additional cost of \$51,129 bringing the total allocation to \$829,120; and

WHEREAS, The City and Subrecipient entered into an American Rescue Plan Act Subrecipient Agreement to provide the community a nighttime shelter for unhoused individuals in our community from May 1 – October 31 dated August 10, 2023 (“Agreement”) for a budget not to exceed \$591,129; and

WHEREAS, the Common Council, on August 28, 2023, terminated the American Rescue Plan Act Subrecipient Agreement between The City and The Open Door; and

WHEREAS, The Open Door had expenditures of \$50,682.63 prior to terminating the Agreement which left a balance of \$187,308.37; and

WHEREAS, on January 23, 2024, the Common Council approved allocating the additional \$51,129 that was originally provided to The Open Door to Catholic Charities for the day center.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. As to paragraph A., Award Information, the Amount of Award and Budget Not to Exceed shall be \$778,437.37 (\$540,000 + \$187,308.37 [\$237,991 - \$50,682.63] + \$51,129)
2. Exhibit A is hereby substituted as attached.
3. Qualifying activities performed on or after December 20, 2023 remain eligible for reimbursement.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

CATHOLIC CHARITIES BY:

Katie Rosenberg, Mayor

Roberto Partarrieu, Executive Director

Kaitlyn A. Bernarde, Clerk

EXHIBIT A – PROJECT DESCRIPTION

In consideration of the award to them not to exceed \$778,437.37, Catholic Charities agrees to operate a nighttime shelter and day service space for unhoused individuals 365 days per year.

Following are the items Subrecipient agrees to provide with the Agreement:

1. Utilize funding for the Wausau Warming and Day Centers so that sheltering operations are 365 days and nights per year.
2. Provide staff or volunteers trained in safety practices and de-escalation tactics for the Wausau Warming and Day Centers at all times that guests are on site.
3. Provide administrative, payroll, and fiscal agent support in the hiring of staff for the Wausau Warming and Day Centers.
4. Provide bus passes to shelter guests and unhoused persons needing transportation.
5. Provide staffing, programming, and services to guests within the Wausau Warming and Day Centers.
6. Actively encourage and ensure guests utilize facilities located on site in a proper and approved manner and not to disrupt other agencies located within the Community Partners Campus.

FINANCE COMMITTEE

Date and Time: Tuesday, January 9, 2024, at 5:30 P.M., Council Chambers

Members Present: Lisa Rasmussen, Doug Diny, Michael Martens, Sarah Watson, and Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Jeremy Kopp, Eric Lindman, Liz Brodek, Tammy Stratz, Kody Hart

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

Discussion and possible action on First Amendment American Rescue Plan Act Subrecipient Agreement with Catholic Charities.

Martens questioned what was in the original agreement with Catholic Charities for ARPA funding. The funding was allocated originally for the organization to operate a 365-day warming shelter, and then expended an additional amount for operation of a day center, and then expended an additional amount for Catholic Charities to oversee the Open Door organization. Martens questioned if Catholic Charities would provide additional services with this additional funding. The funding would allow them to continue providing day services for longer.

Rasmussen questioned an additional option proposed for spending to fund staff time within the Community Development Department for oversight of these operations as Open Door is no longer operating, the oversight would no longer be necessary. The Community Development Department still has a measure of oversight when it comes to managing the payments and reporting those correctly.

Diny stated that there are still a number of ARPA funding needs and suggested rescoring this request along with the other funding needs. This funding would be a proportional cost for staff time in oversight out of the already allocated funds.

Rasmussen stated that funding from ARPA has historically been utilized for external needs and not internally within city government.

Watson stated that using ARPA funding to fund staff time is a public facing need as the oversight helps this public facing operation continue to stay open.

Lukens questioned if Catholic Charities could expand this day center operation. The organization has someone hired to operate the day center but due to a lack of an agreement in place is not able to fully conduct the work. The day center is currently open 2 days a week at this time and could open more upon the allocation of these funds.

Rasmussen questioned where an agreement is and how long it would take to finalize an agreement. There is a person hired by the organization to operate the center, and a meeting is planned to finalize an agreement based on the decision of funding.

Rasmussen stated that the ARPA allocation of staff time funds was not properly agendaized and vetted by the committee and an option could be to subtract the proposed staff time funds from the original request and allocate the remainder to day center operations as overseen by Catholic Charities.

Watson suggested allocating the full ARPA fund request to the organization and to reevaluate the proposal to allocate for staff time later in the year.

Martens stated support for allocating the full ARPA fund request to the organization and suggested that there should be a better estimation of the time it takes to do the oversight and see if an alternative funding source can be found.

Motion by Watson, seconded by Lukens, to approve to keep the \$51,129 with the original resolution towards the cause of the day center. Motion carried 5-0.

RESOLUTION OF THE FINANCE COMMITTEE

Approving the Towing Services Agreement with Joe Rader Towing LLC for primary towing services and with Lightning Towing for secondary towing services.

Committee Action: Approved 5-0

Fiscal Impact: No additional financial impact to the City

File Number: 20-0822

Date Introduced: January 23, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	Unknown
	<i>Included in Budget:</i>	Yes ☒ No ☐	Unknown
	<i>One-time Costs:</i>	Yes ☐ No ☒	Unknown
	<i>Recurring Costs:</i>	Yes ☒ No ☐	Unknown
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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, in 2020, the Wausau Police Department sought support from the City to partner with a towing services provider who could assist the department in improving the efficiency and customer service in responding to situations that required towing; and

WHEREAS, Joe Rader Towing, LLC was awarded the towing contract for 2021 and 2022 through 2023 and successfully performed the contract requirements throughout the terms of the contracts; and

WHEREAS, the City initiated a RFP for towing services related to non-consensual/no-preference tows, evidence tows, and City owned vehicle tows again in November 2023 for a two year contract upon the end of the current contract; and

WHEREAS, responses were received from Joe Rader Towing, LLC and Lightning Express Towing; and

WHEREAS, the responses were analyzed by the City Attorney's Office and the Wausau Police Department to determine if all of the requirements of the Request for Proposals were met;

WHEREAS, the proposal submitted by Joe Rader Towing, LLC met all of the requirements outlined in the Request for Proposals and received a higher score than Lightning Express Towing; and

WHEREAS, your Finance Committee, on January 9, 2024, discussed and recommended entering into the attached Towing Services Agreement with Joe Rader Towing, LLC, for primary towing services, which is attached to this Resolution as Exhibit 1; and discussed and recommended entering into the attached Towing Services Agreement with Lightning Express Towing, for secondary towing services, which is attached to this Resolution as Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Primary Towing Services Agreement with Joe Rader Towing LLC for primary towing services, and the Secondary Towing Services Agreement with Lightning Express Towing for secondary towing services substantially in the form of that which is attached hereto, and authorizes and directs the proper City officials to execute the Towing Services Agreement(s).

Approved:

Katie Rosenberg, Mayor

Primary Towing Services Agreement

THIS AGREEMENT is made on the date this Agreement is executed by and between Joe Rader Towing LLC ("Tow Company"), a Wisconsin limited liability company with a principal place of business at 4701 North 32nd Avenue, Wausau, WI 54401, and City of Wausau ("City") a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403, collectively referred to as the "Parties."

RECITALS

The City wishes to be provided with the primary towing services outlined below by Tow Company and Tow Company agrees to provide the towing services outlined below to the City on the terms and conditions of this agreement. Lightning Express Towing will provide the City with services outlined in a separate agreement titled "Secondary Towing Services Agreement" in the event Tow Company is unable to timely accommodate the City's request to tow.

1. TERM

This Agreement shall become effective upon the date of the last party to sign the Agreement and, unless sooner terminated as provided, shall remain in full force and effect for a term of two (2) years from such date. Two (2) months prior to the expiration of the term, the City will issue another Request for Proposal of Towing Services. At that time, Tow Company may submit another response for the City's consideration.

2. DEFINITIONS - TYPES OF TOWING SERVICES

- Non-consensual/no-preference tows/abandoned vehicles – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
- Evidence tows – When a vehicle that needs to be towed is considered evidence
- City owned vehicle tows – When a vehicle, owned by the City, needs to be towed

3. PERFORMANCE REQUIREMENTS

1. Rules of Conduct

The Tow Company shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

2. Regulation

The Tow Company shall comply with all applicable laws, regulations and ordinances including those that regulate tow units, impoundment, towing, storage, selling or junking of vehicles.

4. OBLIGATIONS OF TOW COMPANY

a. DISPOSITION REQUIREMENTS AND OBLIGATIONS FOR ABANDONED VEHICLES

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall provide these records to the City monthly, just as described below in #6. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, will be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 will also be considered a default and grounds to terminate the Towing Services Contract.

b. AREA OF SERVICE FOR ALL TYPES OF TOWS

Vehicles shall be towed from their stalled or parked location to another location within the City or not more than six miles outside of the City's corporate limits as directed by a City agency.

c. VEHICLE STORAGE FOR ALL TYPES OF TOWS

1. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at a minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all times; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.
2. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.
3. All vehicles shall be protected from vandals and pilferage.
4. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date, and time of

access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.

5. Tow Company shall answer the phone twenty-four (24) hours a day, seven (7) days a week to give an immediate response to the customer. In the event no one is available to release a stored vehicle upon request, due to the request occurring after normal business hours, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.
6. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
7. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

5. OBLIGATIONS OF THE CITY

The City, by way of its employee handling the matter that necessitates towing services that fall under this Agreement, will inform Tow Company at the time of the towing request, that the type of tow needed falls under this Agreement. In the case of a Wausau Police Officer informing the Marathon County Dispatch that a tow, under this Agreement, is needed, the Wausau Police Officer will inform Marathon County Dispatch to convey to Tow Company that the type of tow is a tow falling under this Agreement. Additionally, the Wausau Police Officer will confirm with the Tow Company employee that arrives to the scene that the requested tow is a tow covered by this Agreement.

6. PRICE

Non-Consensual/No-Preference Tows/Abandoned

Accident Vehicles- (These costs are based on a typical accident in the City of Wausau)

- Base accident rate hook-up - \$180.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rates vary depending on severity of accident
 - If any winching and/or labor is needed, the labor rate may range from \$40.00 - \$160.00
 - Labor rate is \$40.00 for every 15 minutes on scene
 - This could include winching, clean up, and securing loose parts of the vehicle before or after the initial hook up
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$50.00
- No key charge - \$40.00

Disabled Vehicles- (Vehicles that breakdown on the roadway)

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rate is \$40.00 for every 15 minutes on scene
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$55.00
- No key charge - \$40.00

Abandoned Vehicles

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rate is \$40.00 for every 15 minutes on scene
- Daily storage rate - \$40.00
- No key charge - \$40.00
- After hour rate - \$40.00 (6:00 PM – 6:00 AM)

Evidence Tows

Evidence Tows

- Base rate hook-up - \$180.00
- Mileage rate from pick up location to destination - \$3.00/mile
- If any winching and/or labor is needed, the labor rate may range from \$40.00-\$160.00
 - Average labor rate is \$40.00 for every 15 minutes on scene
 - This could include winching, clean up, & securing loose parts of vehicle before or after the initial hook up
- Daily storage rate - \$55.00
- No key charge - \$40.00
- After hour rate - \$40.00 (6:00 PM – 6:00 AM)

City-Owned Vehicle Tows

City-Owned Vehicle Tows (*keys must be present for the loading and unloading of all City Owned Vehicles*)

- WPD squad vehicles - \$0
- City of Wausau Light/Medium Duty Vehicles
 - Base rate hook-up - \$85.00
 - No mileage charge

7. BILLING

1. Invoices for services provided by Tow Company shall be sent the first of every month to:

City of Wausau Police Department
515 Grand Avenue
Wausau WI 54403

2. The City is responsible for all charges for towing and storage of City owned vehicles and evidence tows only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City and not considered evidence, are the responsibility of the owner of such vehicles. Storage rates charged

to privately owned vehicles shall be no greater than those charged to the City under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or other purposes.

3. Monthly billing statements once all charges are finalized and/or paid, shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates, and the total number of days stored. Tow Company will be responsible for drafting these monthly billing statements, including the information described above, in an organized, easy to understand format, that may need to be modified from time to time, based on the wishes of either Party.

8. INSURANCE REQUIREMENTS

a. GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY

Tow Company shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by the Tow Company, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

1. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
2. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
3. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

b. WORKERS COMPENSATION INSURANCE

Tow Company shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed during the duration of this contract. In case any work is sublet, the Tow Company shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by the Tow Company.

c. PROOF OF INSURANCE

1. The Tow Company shall furnish the City Attorney with a Certificate of Insurance, naming the City as an additional insured, countersigned by a Wisconsin Resident Agent or Authorized

Representative of the insurer indicating that the Tow Company meets the insurance requirements identified above.

2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City Attorney and specify the name of the contract or project covered.

3. The Certificate of Insurance shall be delivered to the Tow Company, with a copy of the Certificate of Insurance to be delivered to the City Attorney for approval prior to the execution of this contract.

4. The Certificates shall describe the contract by name in the "Description of Operations" section of the form.

9. INDEMNIFICATION

Tow Company 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, 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 to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tow Company or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation 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, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tow Company 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 Tow Company employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Tow Company'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 is identical to this Indemnity Agreement.

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

Notwithstanding anything herein to the contrary, no provision in this Agreement shall be construed as a waiver of the City's governmental immunities or right to receive a notice of a claim as set forth in Wis. Stat. § 893.80.

10. TERMINATION OF CONTRACT

1. Default

This contract may be terminated by either party for failure by the other party to perform under the terms of this contract, through any cause not beyond the control of such party, by the giving of written notice to such party. In this event, termination shall be effective 30 days after receipt of such notice, if such named default remains uncured. In the event of default by Tow Company, Tow Company shall be not be entitled to compensation for work or services unsatisfactorily or improperly performed.

2. Insolvency and Bankruptcy

This contract may be terminated by City if Tow Company becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course. Termination shall be effective immediately upon receipt of notice.

3. For Convenience

Any Party may terminate this contract upon ninety (90) days written notice to the other Party, unless the Parties mutually agree on another time frame. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

4. Rights are Cumulative

The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

11. WAIVER

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

12. DELINQUENT TAXES OR CHARGES

The City may terminate this contract for default if the Tow Company uses any property in connection with its towing or other operations, whether for administrative or office purposes, or for other functions, upon which any tax, fee, assessment or charge, imposed by the City of Wausau, is, or during the term of the contract, becomes delinquent or overdue.

13. FORCE MAJEURE

The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Tow Company is impacted by Force Majeure and more than 60 days has elapsed then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

14. DISPUTE RESOLUTION

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to mediation. If the parties cannot agree to mediation, any party may commence an action in the Circuit Court of Marathon County. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

15. INDEPENDENT CONTRACTOR STATUS

The Tow Company agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

16. NON-DEBARMENT CLAUSE

The Tow Company hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. The Tow Company further agrees and certifies that this clause shall be included in any subcontract of this contract.

17. GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

18. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. Tow Company shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work, storage yard, or its conduct.

19. NOTICES

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand and/or first-class post to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party:

1. If delivered by First class post, 5 days from the date of posting; and
2. If delivered by hand, on the date of such delivery.

Notices will be sent to:

Joe Rader Towing LLC
4701 North 32nd Avenue
Wausau, WI 54401

Wausau Police Department
ATTN: Jillian Kurtzhals
515 Grand Avenue
Wausau, WI 54403

City Clerk
City Hall
407 Grant Street
Wausau, WI 54403

20. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and,

save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

21. ASSIGNMENT OR SUBCONTRACT

This contract may not be assigned or subcontracted by the Tow Company without the written consent of the City.

In the event Tow Company is unable to timely accommodate a request to tow as outlined in this contract, the City has the right to contact Lightning Express Towing as a secondary tow company to fulfill the obligations of Tow Company for that specific tow request.

22. AMENDMENTS

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

23. SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

24. AUTHORITY TO EXECUTE

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives as of the last date set forth below:

Signed:

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor (Date)

Kaitlyn Bernarde, Clerk (Date)

JOE RADER TOWING LLC

(Date)

Secondary Towing Services Agreement

THIS AGREEMENT is made on the date this Agreement is executed by and between Lightning Express Towing ("Tow Company"), a Wisconsin limited liability company with a principal place of business at 1414 Schofield Ave, Schofield, WI 54476, and City of Wausau ("City") a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403, collectively referred to as the "Parties."

RECITALS

The City wishes to contract with Tow Company as a secondary company to fulfill the obligations of Joe Rader Towing LLC if Joe Rader Towing LLC is unable to timely accommodate the City's request to tow. In the event that happens, on a case by case basis, the City wishes to be provided with the towing services outlined below by Tow Company and Tow Company agrees to provide the towing services outlined below to the City on the terms and conditions of this agreement.

1. TERM

This Agreement shall become effective upon the date of the last party to sign the Agreement and, unless sooner terminated as provided, shall remain in full force and effect for a term of two (2) years from such date. Two (2) months prior to the expiration of the term, the City will issue another Request for Proposal of Towing Services. At that time, Tow Company may submit another response for the City's consideration.

2. DEFINITIONS - TYPES OF TOWING SERVICES

- Non-consensual/no-preference tows/abandoned vehicles – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
- Evidence tows – When a vehicle that needs to be towed is considered evidence
- City owned vehicle tows – When a vehicle, owned by the City, needs to be towed

3. PERFORMANCE REQUIREMENTS

1. Rules of Conduct

The Tow Company shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

2. Regulation

The Tow Company shall comply with all applicable laws, regulations and ordinances including those that regulate tow units, impoundment, towing, storage, selling or junking of vehicles.

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4. OBLIGATIONS OF TOW COMPANY

a. DISPOSITION REQUIREMENTS AND OBLIGATIONS FOR ABANDONED VEHICLES

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall provide these records to the City monthly, just as described below in #6. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, will be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 will also be considered a default and grounds to terminate the Towing Services Contract.

b. AREA OF SERVICE FOR ALL TYPES OF TOWS

Vehicles shall be towed from their stalled or parked location to another location within the City or not more than six miles outside of the City's corporate limits as directed by a City agency.

c. VEHICLE STORAGE FOR ALL TYPES OF TOWS

1. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at a minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all times; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.
2. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.
3. All vehicles shall be protected from vandals and pilferage.
4. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date, and time of

access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.

5. Tow Company shall answer the phone twenty-four (24) hours a day, seven (7) days a week to give an immediate response to the customer. In the event no one is available to release a stored vehicle upon request, due to the request occurring after normal business hours, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.
6. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
7. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

5. OBLIGATIONS OF THE CITY

The City, by way of its employee handling the matter that necessitates towing services that fall under this Agreement, will inform Tow Company at the time of the towing request, that the type of tow needed falls under this Agreement. In the case of a Wausau Police Officer informing the Marathon County Dispatch that a tow, under this Agreement, is needed, the Wausau Police Officer will inform Marathon County Dispatch to convey to Tow Company that the type of tow is a tow falling under this Agreement. Additionally, the Wausau Police Officer will confirm with the Tow Company employee that arrives to the scene that the requested tow is a tow covered by this Agreement.

6. PRICE

Non-Consensual/No-Preference Tows/Abandoned

Accident Vehicles- (These costs are based on a typical accident in the City of Wausau)

- ***Light Duty Accident Tows***
 - Base accident rate hook-up: \$150.00
 - Mileage rate from pick up location to destination: \$4.00/mile
 - Labor rate: \$160.00/hour billed in 15 minute increments
 - After hour rates (6:00 PM – 6:00 AM): \$35.00
 - Daily storage rate: \$50.00/day
- ***Medium Duty Accident Tows***
 - Base accident hook up rate: \$200.00
 - Mileage from pick up location to destination: \$5.00/mile
 - Labor rate: \$160.00/hour billed in 15 minute increments
 - After hour rates (6:00 PM - 6:00 AM): \$35.00
 - No key charge: \$25.00

- Daily storage rate: \$50.00/day
- **Heavy Duty Accident Tows**
 - \$500/hour
 - Extra vehicles and equipment will be added at time of service

Disabled Vehicles- (Vehicles that breakdown on the roadway)

- **Light Duty Disabled Vehicle Tows**
 - Base hook up rate: \$85.00
 - Mileage rate from pick up location to destination: \$4.00/mile
 - Labor rate: \$160/hour billed in 15 minute increments
 - After hour rates (6:00 PM - 6:00 AM): \$35.00
 - No key charge: \$25.00
 - Daily storage rate: \$50.00/day
- **Medium Duty Disabled Vehicle Tows**
 - Base hook up rate: \$135.00
 - Mileage rate from pick up location to destination: \$5.00/mile
 - Labor rate: \$160.00/hour billed in 15 minute increments
 - After hour rates (6:00 PM – 6:00 AM): \$35.00
 - No key charge: \$25.00
 - Daily storage rate: \$50.00/day
- **Heavy Duty Disabled Vehicle Tows**
 - \$250.00/hour

Evidence Tows

Evidence Tows

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$4.00/mile
- Labor rate: \$160.00/hour billed in 15 minute increments
- Daily storage rate - \$50.00
- No key charge - \$25.00
- After hour rate - \$35.00 (6:00 PM – 6:00 AM)

City-Owned Vehicle Tows

Light Duty Tows

- Base rate hook-up - \$85.00
- Mileage rate from pick up location to destination - \$4.00/mile
- Labor rate: \$160.00/hour billed in 15 minute increments
- Daily storage rate - \$50.00
- No key charge - \$25.00
- After hour rate - \$35.00 (6:00 PM – 6:00 AM)

Medium Duty Tows (10,000 – 26,000 pounds)

- Base rate hook-up: \$135.00
- Mileage rate from pick up location to destination - \$5.00/mile
- Labor rate: \$160.00/hour billed in 15 minute increments
- Daily storage rate - \$50.00
- No key charge - \$25.00
- After hour rate - \$35.00 (6:00 PM – 6:00 AM)

Heavy Duty Tows

- \$200.00/hour

7. BILLING

1. Invoices for services provided by Tow Company shall be sent the first of every month to:

City of Wausau Police Department
515 Grand Avenue
Wausau WI 54403

2. The City is responsible for all charges for towing and storage of City owned vehicles and evidence tows only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City and not considered evidence, are the responsibility of the owner of such vehicles. Storage rates charged to privately owned vehicles shall be no greater than those charged to the City under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or other purposes.

3. Monthly billing statements once all charges are finalized and/or paid, shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates, and the total number of days stored. Tow Company will be responsible for drafting these monthly billing statements, including the information described above, in an organized, easy to understand format, that may need to be modified from time to time, based on the wishes of either Party.

8. INSURANCE REQUIREMENTS**a. GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY**

Tow Company shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by the Tow Company, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

1. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
2. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.

3. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

b. WORKERS COMPENSATION INSURANCE

Tow Company shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed during the duration of this contract. In case any work is sublet, the Tow Company shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by the Tow Company.

c. PROOF OF INSURANCE

1. The Tow Company shall furnish the City Attorney with a Certificate of Insurance, naming the City as an additional insured, countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Tow Company meets the insurance requirements identified above.
2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City Attorney and specify the name of the contract or project covered.
3. The Certificate of Insurance shall be delivered to the Tow Company, with a copy of the Certificate of Insurance to be delivered to the City Attorney for approval prior to the execution of this contract.
4. The Certificates shall describe the contract by name in the "Description of Operations" section of the form.

9. INDEMNIFICATION

Tow Company 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, 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 to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tow Company or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation 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, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tow Company 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 Tow Company employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Tow Company'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 is identical to this Indemnity Agreement.

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

Notwithstanding anything herein to the contrary, no provision in this Agreement shall be construed as a waiver of the City's governmental immunities or right to receive a notice of a claim as set forth in Wis. Stat. § 893.80.

10. TERMINATION OF CONTRACT

1. Default

This contract may be terminated by either party for failure by the other party to perform under the terms of this contract, through any cause not beyond the control of such party, by the giving of written notice to such party. In this event, termination shall be effective 30 days after receipt of such notice, if such named default remains uncured. In the event of default by Tow Company, Tow Company shall be not be entitled to compensation for work or services unsatisfactorily or improperly performed.

2. Insolvency and Bankruptcy

This contract may be terminated by City if Tow Company becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course. Termination shall be effective immediately upon receipt of notice.

3. For Convenience

Any Party may terminate this contract upon ninety (90) days written notice to the other Party, unless the Parties mutually agree on another time frame. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

4. Rights are Cumulative

The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not

be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

11. WAIVER

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

12. DELINQUENT TAXES OR CHARGES

The City may terminate this contract for default if the Tow Company uses any property in connection with its towing or other operations, whether for administrative or office purposes, or for other functions, upon which any tax, fee, assessment or charge, imposed by the City of Wausau, is, or during the term of the contract, becomes delinquent or overdue.

13. FORCE MAJEURE

The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Tow Company is impacted by Force Majeure and more than 60 days has elapsed then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

14. DISPUTE RESOLUTION

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to mediation. If the parties cannot agree to mediation, any party may commence an action in the Circuit Court of Marathon County. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to

dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

15. INDEPENDENT CONTRACTOR STATUS

The Tow Company agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

16. NON-DEBARMENT CLAUSE

The Tow Company hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. The Tow Company further agrees and certifies that this clause shall be included in any subcontract of this contract.

17. GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

18. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. Tow Company shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work, storage yard, or its conduct.

19. NOTICES

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand and/or first-class post to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party:

1. If delivered by First class post, 5 days from the date of posting; and
2. If delivered by hand, on the date of such delivery.

Notices will be sent to:

Lightning Express Towing
1414 Schofield Ave
Schofield, WI 54476

Wausau Police Department
ATTN: Jillian Kurtzhals
515 Grand Avenue
Wausau, WI 54403

City Clerk
City Hall
407 Grant Street
Wausau, WI 54403

20. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

21. ASSIGNMENT OR SUBCONTRACT

This contract may not be assigned or subcontracted by the Tow Company without the written consent of the City.

In the event Joe Rader Towing LLC, as primary towing services provider, is unable to timely accommodate a request to tow as outlined in this contract, the City has the right to contact Tow Company as the secondary tow company to fulfill the obligations of Joe Rader Towing LLC. Tow Company agrees this is on a case-by-case basis and is not mandatory.

22. AMENDMENTS

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

23. SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

24. AUTHORITY TO EXECUTE

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives as of the last date set forth below:

Signed:

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor (Date)

Kaitlyn Bernarde, Clerk (Date)

LIGHTNING EXPRESS TOWING

(Date)

Office of the City Attorney

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



Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan M. Troutner
Assistant City Attorney

TO: Finance Committee Members
FROM: Tegan M. Troutner, Assistant City Attorney
DATE: January 9, 2024
RE: Towing Services Agreement

SUMMARY

The Wausau Police Department, in consultation with the City Attorney's Office, is submitting a recommendation to the City of Wausau Finance Committee for a towing services primary provider: Joe Rader Towing, LLC and a towing services secondary provider: Lightning Express Towing. The contracts to be entered into between the City and Joe Rader Towing, LLC and Lightning Express Towing for said services are also included. The towing services providers will be contracted with the City of Wausau to provide three categories of towing services: non-consensual/no-preference tows, evidence tows, and city-owned vehicle tows (i.e. Wausau Police Department fleet vehicles).

BACKGROUND

In 2020, the Wausau Police Department sought support from the City to partner with a towing services provider who could assist the department in improving efficiency and customer service in responding to situations requiring towing services. The City of Wausau initiated a Request for Proposals (RFP) of Towing Services in October 2020 and eventually selected towing provider Joe Rader Towing, LLC (herein JRT) for a one-year contract. JRT successfully performed the contract requirements throughout the term of the contract.

In November 2021, the City of Wausau initiated a RFP for towing services to select a provider for a two-year contract. JRT was the selected towing provider and successfully performed the contract requirements throughout the term of the contract.

In November 2023, the City of Wausau initiated a RFP for towing services to select a provider for another two-year contract. The RFP notice was published on the City's website and sent directly to known towing service providers within six (6) miles of the City's corporate limits.

The RFP invited responses related to three categories of towing services: non-consensual/no-preference tows, evidence tows, and city-owned vehicle tows. In total, two (2) towing service providers requested and submitted RFP materials: JRT and Lightning Express Towing (herein LET). The sealed proposals were opened at the Board of Public Works meeting held on December 19, 2023.

JRT and LET's proposals were responsive to all three categories of towing services. The submitted proposals have since been reviewed, according to criteria outlined in the RFP, by staff members of the Wausau Police Department and the City Attorney's Office.

CONCLUSION

The proposals submitted by Joe Rader Towing, LLC met requirements related to insurance coverage, capacity to provide listed services (e.g. availability, response, clean-up, storage, etc), and service pricing. The Wausau Police Department is recommending a contract be executed with Joe Rader Towing, LLC., for all three categories of towing services as specified in the City of Wausau Request for Proposal of Towing Services published on November 27, 2023.

The Wausau Police Department would also like to recommend a contract be executed with Lightning Express Towing, as the secondary towing company for all three categories of towing services in case Joe Rader Towing, LLC is unable to timely accommodate a request to tow as specified in the City of Wausau Request for Proposal of Towing Services published on November 27, 2023.

TMT

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for New Highway Right of Way Fee, Permanent Limited Easement, and Temporary Limited Easement at 7000 Stewart Avenue, Parcel 7, Transportation Project Plat 6999-09-02.

Committee Action: Approved 5-0.

Fiscal Impact: \$2,650.00

File Number: 24-0106

Date Introduced: January 23, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☒ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

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

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

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on January 9, 2024 your Finance Committee reviewed the offer of and recommend approving a new highway right of way fee of 1,521 sq. ft. for \$1,216.80, permanent limited easement of 455 sq. ft for \$364, and temporary limited easement of 4,586 sq. ft. for \$1,067.61; for a total rounded to \$2,650.00 for the property at 7000 Stewart Avenue; and

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

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 7000 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

NOMINAL PAYMENT PARCEL RECOMMENDATION AND APPROVAL

REBP1897 05/2023

Owner name(s) BT-OH, LLC as successor-by-merger to Oshcon Corporation	Area and interest required 1,521.00 sq. ft. of New Highway Right of Way (FEE), 455.00 sq. ft. of Permanent Limited Easement (PLE), 4,586.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		1,521.00	Sq Ft	\$0.80	\$1,216.80
Permanent Limited Easement (PLE)		455.00	Sq Ft	\$0.80	\$364.00
Temporary Limited Easement (TLE)	TLE Worksheet	4,586.00	Sq Ft	\$0.80	\$1,067.61

Total Allocation \$2,648.41
Rounded To \$2,650.00

The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail. Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01(5s); a bicycle lane, as defined in s. 340.01(5e); or a pedestrian way, as defined in s. 346.02(8)(a)."

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **BT-OH, LLC** to execute this document.

Decided by: 12/15/2023 11:17 AM PST	
X <u>Stephen M. Slifer</u>	X
Signature _____ Date _____	Signature _____ Date _____
Stephen M. Slifer Vice President	
Print Name & Title _____	Print Name & Title _____

Approved for City of Wausau

For Office Use Only

Agency Approval	Date
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Q J 9 9 8 9 0 5

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
7

Size of Temporary Limited Easement (TLE)	4,586.00
Unit value of the unencumbered fee within the TLE:	\$ 0.80
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671
<u>Annual Rental Rate</u>	
• Basic Safe Investment Rate (per year):	2.00%
• Expected Inflation Rate (per year):	6.00%
• Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 366.88
<u>Discounted Lump Sum Payment of Annual Rent</u>	
Discount Rate:	2.00%
• First Year:	\$ 366.88
• Second Year:	\$ 359.69
• Third Year:	\$ 341.04
• Fourth Year:	\$ -
• Fifth Year:	\$ -
• Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 1,067.61

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for New Highway Right of Way Fee, and Temporary Limited Easement at 6631 Stewart Avenue, Parcel 16, Transportation Project Plat 6999-09-02.

Committee Action: Approved 5-0.

Fiscal Impact: \$2,950.00

File Number: 24-0107

Date Introduced: January 23, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>TID Source:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

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

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

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on January 9, 2024 your Finance Committee reviewed the offer of and recommend approving a new highway right of way fee of 1,219 sq. ft. for \$2,559.90, and temporary limited easement of 567 sq. ft. for \$346.49; for a total rounded to \$2,950.00 for the property at 6631 Stewart Avenue; and

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

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 6631 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Frontier North, Inc. as successor by merger to General Telephone Company of Wisconsin	Area and interest required 1,219.00 sq. ft. of New Highway Right of Way (FEE), 567.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		1,219.00	Sq Ft	\$2.10	\$2,559.90
Temporary Limited Easement (TLE)	TLE Worksheet	567.00	Sq Ft	\$2.10	\$346.49

Total Allocation \$2,906.39
Rounded To \$2,950.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Frontier North, Inc.** to execute this document.

x <u>Kelley Stewart</u>	<u>1-10-2024</u>	x _____	_____
Signature	Date	Signature	Date
<u>Kelley Stewart, DIRECTOR FACILITIES</u>	<u>AND REAL ESTATE</u>	_____	_____
Print Name & Title		Print Name & Title	

Approved for City of Wausau	For Office Use Only
	Agency Approval _____ Date _____



This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
16

Size of Temporary Limited Easement (TLE)	567.00
Unit value of the unencumbered fee within the TLE:	\$ 2.10
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

· Basic Safe Investment Rate (per year):	2.00%
· Expected Inflation Rate (per year):	6.00%
· Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 119.07

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
· First Year:	\$ 119.07
· Second Year:	\$ 116.74
· Third Year:	\$ 110.68
· Fourth Year:	\$ -
· Fifth Year:	\$ -
· Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 346.49

FINANCE COMMITTEE

Date and Time: Tuesday, January 9, 2024, at 5:30 P.M., Council Chambers

Members Present: Lisa Rasmussen, Doug Diny, Michael Martens, Sarah Watson, and Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Jeremy Kopp, Eric Lindman, Liz Brodek, Tammy Stratz, Kody Hart

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

Discussion and possible action on approving accepted offers for the following parcels in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project:

- **Parcel 7 (7000 Stewart Avenue) – New Highway Right of Way Fee/Permanent Limited Easement/Temporary Limited Easement**
- **Parcel 16 (6631 Stewart Avenue) – New Highway Right of Way Fee/Temporary Limited Easement**

Motion by Martens, seconded by Diny, to approve the accepted offers. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement and Landscaping at 7500 Stewart Avenue, Parcel 2, Transportation Project Plat 6999-09-02.

Committee Action: Approved 5-0.

Fiscal Impact: \$10,550.00

File Number: 24-0109

Date Introduced: January 23, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>TID Source:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

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

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

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on January 9, 2024 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 2,264 sq. ft. for \$527.05; and landscaping for \$9,975 for a total rounded to \$10,550.00 for the property at 7500 Stewart Avenue; and

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

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 7500 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL
RECOMMENDATION AND APPROVAL**
REBP1897 05/2023.

Owner name(s) Apogee Wausau Group, Inc.	Area and interest required 2,264.00 sq. ft. of Temporary Limited Easement (TLE)
--	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	2,264.00	Sq Ft	\$0.80	\$527.05
Other	Landscaping (34 perennials)				\$1,020.00
Other	Landscaping (5 small bushes)				\$160.00
Other	Landscaping (15 medium bushes)				\$975.00
Other	Landscaping (650 sf rock cover)				\$2,275.00
Other	Landscaping (115 linear ft. brick edging)				\$2,875.00
Other	Landscaping Estimate from REVI				\$9,975.00

Total Allocation \$7,822.05
\$10,502.05
Rounded To \$7,850.00
***\$10,550.00**
(*an increase of \$2,700.00)

The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail. Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01(5s); a bicycle lane, as defined in s. 340.01(5e); or a pedestrian way, as defined in s. 346.02(8)(a)."

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Apogee Wausau Group, Inc.** to execute this document.

X
Signature _____ Date 12.12.23
Jonathan Close President Linetec division
Print Name & Title

X
Signature _____ Date _____
Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval _____ Date _____



Q J 9 9 8 8 7 3

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
2

Size of Temporary Limited Easement (TLE)	2,264.00
Unit value of the unencumbered fee within the TLE:	\$ 0.80
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

· Basic Safe Investment Rate (per year):	2.00%
· Expected Inflation Rate (per year):	6.00%
· Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 181.12

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
· First Year:	\$ 181.12
· Second Year:	\$ 177.57
· Third Year:	\$ 168.36
· Fourth Year:	\$ -
· Fifth Year:	\$ -
· Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 527.05

revi DESIGN, LLC
502 MacDonald St. Madison, WI 53703
Phone 761.365.7334 Fax 761.365.7432



LANDSCAPING

AUGUST 20TH 2023

CLIENT

Project: Lintec sign bed.

Site Address:

revi DESIGN shall furnish all labor, equipment, tools, supervision, Materials (except any specified as being supplied by owner), and incidentals required to complete the Work in accordance with the Plans, Technical Specifications, and terms of the Contract. Work includes, but is not limited to, the following:

BASE PROJECTION

1. Labor, equipment, and materials involved with wall work. Project includes the following:
2. Prep and install new mound around the sign.
3. Install 17 new shrubs.
4. Install 35 new perennials matching what existed.
5. Install aluminum edging, weed fabric and 1 ½ red rock mulch.
6. Cleanup site from landscaping work and restore any disturbed soil.

BASE TOTAL _____ \$9,975.00 _____ Initial.

Payments shall include full compensation for all labor, equipment, and materials necessary to perform the specified Work.

revi DESIGN will be responsible for contacting Diggers Hotline prior to the start of the project. Diggers Hotline will not locate any privately installed utilities such as drainage pipes, lighting system wiring, underground dog fence wire, etc. revi DESIGN will not be held responsible for damage done to any privately installed utilities that are less than 12" below grade.

FINANCE COMMITTEE

Date and Time: Tuesday, January 9, 2024, at 5:30 P.M., Council Chambers

Members Present: Lisa Rasmussen, Doug Diny, Michael Martens, Sarah Watson, and Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Jeremy Kopp, Eric Lindman, Liz Brodek, Tammy Stratz, Kody Hart

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

Discussion and possible action on approving counteroffer for the following parcel in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project:

- Parcel 2 (7500 Stewart Avenue) – Temporary Limited Easement/Landscaping

CLOSED SESSION pursuant to s. 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: approving counteroffer for the following parcel in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project - Parcel 2 (7500 Stewart Avenue) – Temporary Limited Easement/Landscaping.

Motion by Martens, seconded by Lukens, to convene into Closed Session.

Roll Call Vote – Yes: Rasmussen, Diny, Martens, Watson, Lukens; No: None. Motion carried 5-0.

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

Motion by Watson, seconded by Diny, to approve the temporary limited easement with an increase of \$2,700 for landscaping. Motion carried 5-0.

RESOLUTION OF THE FINANCE COMMITTEE

Accepting dedication of a portion of 7110 Stewart Avenue and a portion of 6601 Stewart Avenue for public right-of-way.

Committee Action: Approved 5-0.

Fiscal Impact: None

File Number: 22-0912

Date Introduced: January 23, 2024

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:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, on September 27, 2022, the Common Council approved the transportation project plat for the reconstruction of Stewart Avenue from 72nd Avenue to 48th Avenue; and

WHEREAS, Request for Proposals for real estate services needed related to the Stewart Avenue Project were sought and received by the Board of Public Works on May 24, 2022; and

WHEREAS, a committee consisting of three staff members reviewed and ranked the four proposals received, with Corre, Inc. receiving the highest average score; and

WHEREAS, on June 7, 2022, the Board of Public Works accepted the proposal submitted by Corre, Inc. for the right-of-way property acquisition for the Stewart Avenue Project; and

WHEREAS, a portion of 7110 Stewart Avenue and a portion of 6601 Stewart Avenue as indicated on the plat, which are city-owned, is needed for the reconstruction project; and

WHEREAS, the dedication of this land is required at this time and it is in the public interest for the City to dedicate such land; and

WHEREAS, your Finance Committee, on January 9, 2024, recommended dedicating the said portion of 7110 Stewart Avenue and said portion of 6601 Stewart Avenue for public right-of-way for the Stewart Avenue Project; and

WHEREAS, in lieu of exercising its right to an appraisal and to just compensation, the City intends by this Resolution to waive this right and declare its intent to dedicate said lands as public right-of-way.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does accept the dedication of a portion of 7110 Stewart Avenue and a portion of 6601 Stewart Avenue for right-of-way as indicated on the Transportation Project Plat for the reconstruction of Stewart Avenue from 72nd Avenue to 48th Avenue.

BE IT FURTHER RESOLVED this resolution shall be recorded in the office of the Marathon County Register of Deeds.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 9, 2024, at 5:30 P.M., Council Chambers

Members Present: Lisa Rasmussen, Doug Diny, Michael Martens, Sarah Watson, and Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Jeremy Kopp, Eric Lindman, Liz Brodek, Tammy Stratz, Kody Hart

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

Discussion and possible action on accepting dedication of a portion of 7110 Stewart Avenue and a portion of 6601 Stewart Avenue for public right-of-way.

Motion by Watson, seconded by Lukens, to approve acceptance of the dedication. Motion carried 5-0.

DRAFT



TO: Finance Committee

FROM: Allen M. Wesolowski, P.E.
City Engineer

DATE: January 3, 2024

SUBJECT: Dedication of a portion of 7110 and 6601 Stewart Avenue for public right-of-way

The City of Wausau, under an STP Urban grant for the Wisconsin Department of Transportation, is reconstructing Stewart Avenue from 48th Avenue to 72nd Avenue. As part of this project, a Transportation Project Plat was developed to determine any right of way needs for the project. During this process it has been identified that 7110 and 6601 Stewart Avenue, City owned parcels, have a right of way taking as part of the project. A copy of the Transportation Project Plat pages is attached. The parcel on the plat is Parcel 4. Parcel 4 has 3 addresses, 7119, 7110, and 6601 Stewart Avenue. 7119 Stewart Avenue was previously donated by a separate resolution. A resolution will be adopted to donate these portions of the parcel. Staff recommends approving donating the portion of the parcels as right of way and donating the temporary limited easement.

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01

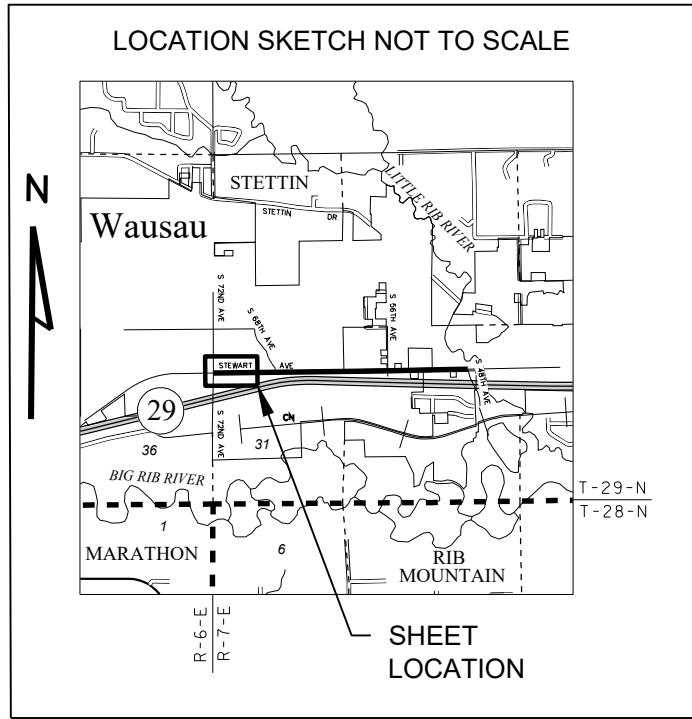
THAT PART OF LOT 1 OF CSM 1159 LOCATED IN PART OF THE SE1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, PART OF LOT 1 OF CSM 17539 LOCATED IN PART OF THE NE1/4 OF THE NE1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, PART OF LOT 1 OF CSM 4281, PART OF OUTLOT 1 OF CSM 12575, PART OF LOT 1 OF CSM 4787 AND PART OF LOT 1 OF CSM 4767 LOCATED IN PART OF THE N1/2 OF THE FRACTIONAL NW1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, PART OF PARCEL A OF CSM 6176, PART OF LOT 1 OF CSM 609, PART OF LOT 1 OF CSM V. 1 P. 250, PART OF LOTS 1 AND 2 OF CSM 9120, PART OF LOT 1 OF CSM 4168, PART OF LOT 1 OF CSM 393, PART OF LOT 1 OF CSM 394 AND LOT 1 OF CSM 14275 LOCATED IN PART OF THE S1/2 OF THE FRACTIONAL NW1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, ALL IN CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

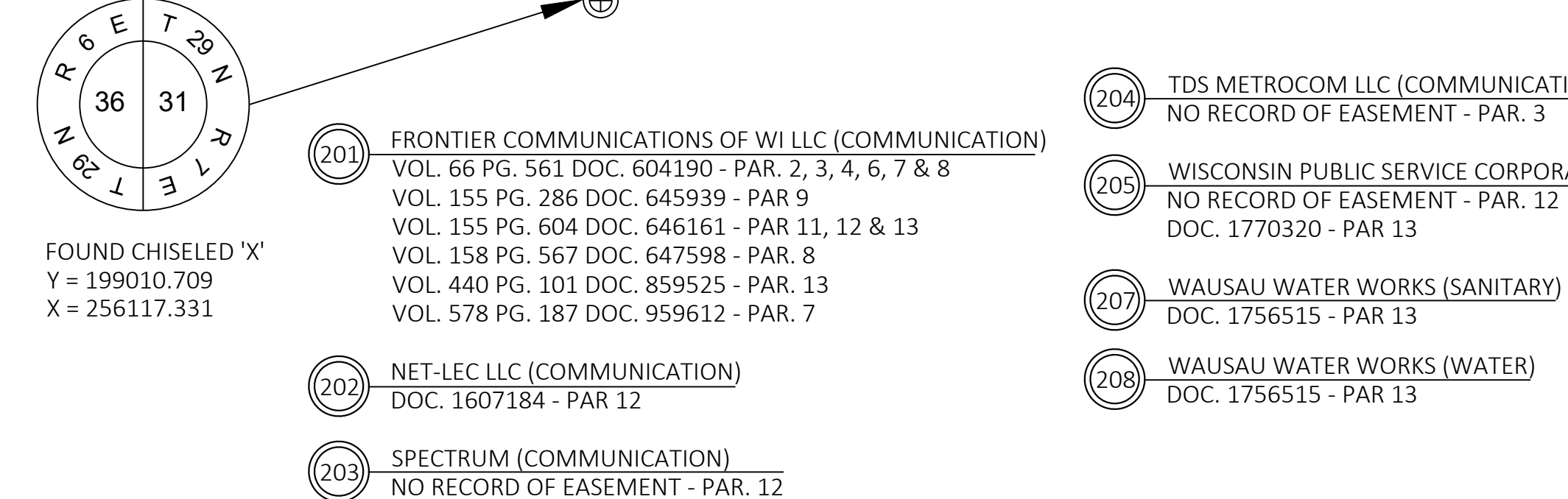
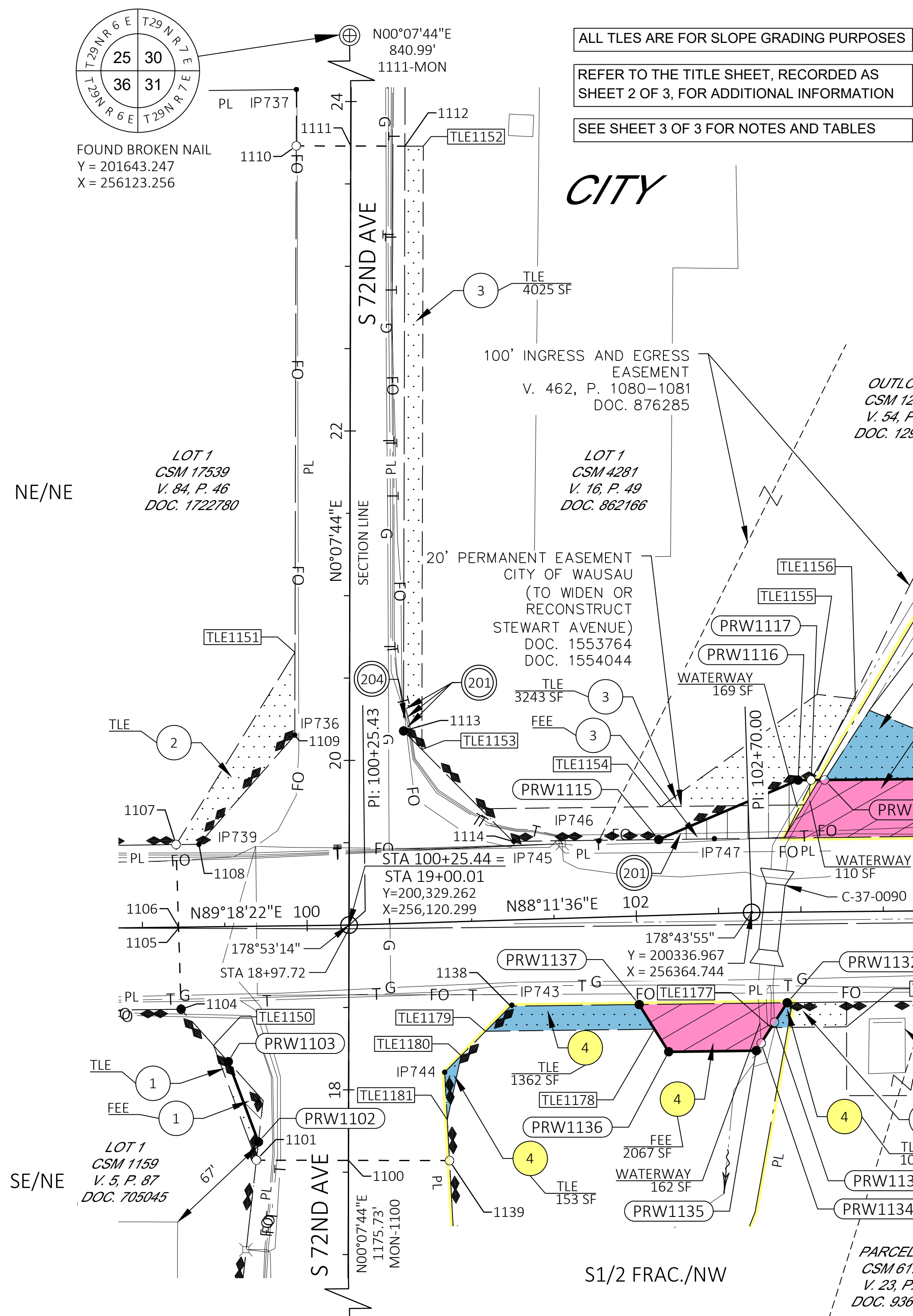
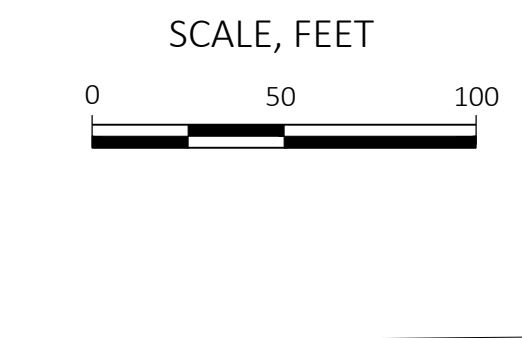
TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
202	NET-LEC LLC (COMMUNICATION)	RELEASE OF RIGHTS
203	SPECTRUM (COMMUNICATION)	RELEASE OF RIGHTS
204	TDS METROCOM LLC (COMMUNICATION)	RELEASE OF RIGHTS
205	WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS
207	WAUSAU WATER WORKS (SANITARY)	RELEASE OF RIGHTS
208	WAUSAU WATER WORKS (WATER)	RELEASE OF RIGHTS



STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
10-28-2022 at 11:39 AM
DEAN J. STRATZ, REGISTER OF DEEDS
DOC#: **1872141**
Pages: 4
REGISTER OF DEEDS
MARATHON COUNTY, WI
Received for Record this 28th day of October
A.D., 2022, at 11:39 O'clock A.M.
In Plat Cabinet No. **3** on page **592A**
REGISTAR
Dean J. Stratz
RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6999-09-02-4.01
SHEET 1 OF 3
AMENDMENT NO: _____



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W SF REQUIRED	PLE	TLE
1	MARATHON COUNTY, A WISCONSIN MUNICIPAL CORPORATION	FEE/TLE	301	---	313
2	APOGEE WAUSAU GROUP, INC., A WISCONSIN CORPORATION	TLE	---	---	2264
3	KINGSPAN LIGHT & AIR LLC, A DELAWARE LIMITED LIABILITY COMPANY	FEE/TLE	1556	---	7268
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	5960	---	4231
6	BADGER HOUSING ASSOCIATES III, A WISCONSIN CO-PARTNERSHIP	FEE/PLE/TLE	8254	63	3247
7	OSHCOR CORPORATION, A WISCONSIN CORPORATION	FEE/PLE/TLE	1521	455	4586
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	47
9	BRIAN LUEDTKE PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	1746
11	INDUSTRIAL TOWEL AND UNIFORM, INC., A WISCONSIN CORPORATION	TLE	---	---	1997
12	RUTH A. VAN ERT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY	TLE	---	---	4622
13	DP REAL ESTATE LLC, A WISCONSIN LIMITED LIABILITY COMPANY	TLE	---	---	3555

emcs

I, KEVIN C. BOYER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.
SIGNATURE: *Kevin C. Boyer* DATE: 10/28/2022
PRINT NAME: KEVIN C. BOYER
REGISTRATION NUMBER: S-2675
THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF WAUSAU
SIGNATURE: *Katie Rosenberg* DATE: 10/28/2022
PRINT NAME: Katie Rosenberg

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.01
EXTENSION SHEET

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"X24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM V. 1 P. 250, CSM 393, CSM 394, CSM 609, CSM 1159, CSM 4168, CSM 4281, CSM 4767, CSM 4787, CSM 6176, CSM 9120, CSM 12575, CSM 14275, CSM 17539, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 72ND AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM 1159, CSM 4281, CSM 17539, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, DOCUMENT 866506, DOCUMENT 886119, DOCUMENT 902560. DOCUMENT 929270, DOCUMENT 10530621, DOCUMENT 1120662, AND DOCUMENT 1140608.

EXISTING ACCESS CONTROL ALONG S 72ND AVE AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, AND DOCUMENT 10530621.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

REFER TO THE TITLE SHEET, RECORDED AS
SHEET 2 OF 3, FOR ADDITIONAL INFORMATION

4

EXISTING MONUMENTS			
POINT	Y (NORTHING)	X (EASTING)	DESCRIPTION
IP730	200394.716	257413.049	1-1/4" O.D. IRON PIPE
IP731	200293.956	257409.569	7/8" IRON ROD
IP732	200292.063	257231.624	1-1/4" O.D. IRON PIPE
IP736	200444.574	256087.313	1-1/2" O.D. CAPPED PIPE
IP737	200836.590	256088.283	3/4" REBAR
IP739	200378.266	256029.114	1-1/2" O.D. IRON PIPE
IP743	200280.578	256219.156	1-1/2" O.D. CAPPED PIPE
IP744	200239.960	256178.372	1-1/2" O.D. CAPPED PIPE
IP745	200380.062	256220.344	1-1/4" O.D. IRON PIPE
IP746	200380.325	256271.953	1-1/4" O.D. PIPE BENT SW
IP747	200381.672	256342.092	3/4" IRON ROD
IP748	200388.055	256990.493	BROKEN FENCE POST
IP749	200289.814	257031.382	1-1/4" O.D. IRON PIPE
IP750	200287.853	256873.465	1-1/4" O.D. IRON PIPE
IP751	200285.966	256681.486	1-1/4" O.D. IRON PIPE
IP752	200297.679	257410.861	2-1/2" O.D. IRON PIPE

COURSE TABLE		
COURSE	BEARING	DISTANCE
1100-1101	N89° 52' 16"W	55.95'
1101-PRW1102	N06° 27' 35"E	11.09'
PRW1102-PRW1103	N20° 36' 33"W	52.12'
PRW1103-1104	N41° 57' 40"W	42.81'
1104-1105	N01° 44' 34"W	49.17'
1105-1106	N01° 44' 34"W	0.66'
1106-1107	N01° 44' 34"W	50.19'
1107-1108	N89° 17' 15"E	13.91'
1108-1109	N41° 17' 40"E	88.17'
1109-1110	N00° 08' 21"E	357.76'
1110-1111	S89° 51' 39"E	33.13'
1111-1112	S89° 51' 39"E	32.87'
1112-1113	S00° 08' 21"W	355.06'
1113-1114	S44° 42' 25"E	94.26'
1114-PRW1115	N89° 18' 27"E	88.65'
PRW1115-PRW1116	N66° 56' 36"E	92.02'
PRW1116-PRW1117	N89° 27' 42"E	7.91'
PRW1117-PRW1118	N89° 27' 42"E	8.15'
PRW1118-PRW1119	N89° 27' 42"E	117.94'
PRW1119-PRW1120	S88° 23' 27"E	240.17'
PRW1120-PRW1121	S51° 43' 48"E	39.78'
PRW1121-PRW1126	N89° 18' 24"E	537.47'
PRW1121-PLE1122	N89° 18' 19"E	178.00'
PLE1122-PLE1123	N00° 32' 18"W	14.45'
PLE1123-PLE1124	N89° 27' 42"E	36.00'
PLE1124-PLE1125	S00° 32' 18"E	14.35'
PLE1125-PRW1126	N89° 18' 27"E	323.47'
PRW1126-PRW1127	N43° 50' 19"E	37.55'
PRW1127-PRW1128	S82° 08' 18"E	51.47'
PRW1128-1129	S00° 48' 56"E	68.99'
1129-1130	S00° 48' 56"E	3.79'
1130-1131	S00° 48' 56"E	46.34'
1131-PRW1132	S89° 18' 27"W	1028.23'
PRW1132-PRW1133	S32° 43' 30"W	14.06'
PRW1133-PRW1134	S32° 43' 30"W	15.06'
PRW1134-PRW1135	S32° 43' 30"W	5.52'
PRW1135-PRW1136	S89° 17' 49"W	53.15'
PRW1136-PRW1137	N31° 57' 48"W	33.84'
PRW1137-1138	S89° 18' 27"W	78.02'
1138-IP744	S44° 57' 28"W	56.73'
IP744-1139	S03° 08' 54"E	53.74'
1139-1100	N89° 52' 16"W	61.35'

STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
IP744	100+80.66	91.08'
1100	100+23.38	142.80'
1101	99+67.44	142.00'
PRW1102	99+68.82	131.00'
PRW1103	99+51.07	82.00'
1104	99+22.83	49.82'
1105	99+21.93	0.66'
1106	99+21.92	0.00'
1107	99+21.00	-50.18'
1108	99+34.91	-50.19'
1109	99+93.89	-115.72'
1110	99+99.10	-473.44'
1111	100+41.41	-472.74'
1112	100+74.26	-471.62'
1113	100+62.20	-116.76'
1114	101+26.37	-47.71'
PRW1115	102+15.00	-45.99'
PRW1116	102+99.00	-80.00'
PRW1117	103+06.91	-80.00'
PRW1118	103+15.06	-80.00'
PRW1119	104+33.00	-80.00'
PRW1120	106+73.00	-71.00'
PRW1121	107+04.00	-46.07'
PRW1126	112+41.00	-48.90'
PRW1127	112+67.00	-76.00'
PRW1128	113+17.99	-68.98'
1129	113+19.00	0.00'
1130	113+19.05	3.79'
1131	113+19.73	50.12'
PRW1132	102+91.00	55.04'
PRW1133	102+83.29	66.80'
PRW1134	102+75.03	79.39'
PRW1135	102+72.00	84.00'
PRW1136	102+17.00	83.00'
PRW1137	102+00.00	53.74'
1138	101+21.99	52.22'
1139	100+81.92	144.81'

TLE STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
TLE1150	99+42.30	72.00'
TLE1151	99+94.63	-166.00'
TLE1152	100+85.39	-471.24'
TLE1153	100+73.00	-105.14'
TLE1154	102+17.00	-65.95'
TLE1155	103+11.00	-132.00'
TLE1156	103+34.24	-129.00'
TLE1157	103+42.66	-122.00'
TLE1158	104+31.00	-85.00'
TLE1159	106+75.00	-76.00'
TLE1160	106+99.00	-56.00'
TLE1161	108+77.00	-56.00'
TLE1162	108+77.00	-66.00'
TLE1163	109+23.00	-66.00'
TLE1164	109+23.00	-60.00'
TLE1165	112+44.00	-60.00'
TLE1166	112+65.00	-81.00'
TLE1167	113+17.92	-73.82'
TLE1168	113+19.87	59.91'
TLE1169	110+02.00	63.00'
TLE1170	109+24.00	64.00'
TLE1171	109+24.00	74.00'
TLE1172	108+97.00	74.00'
TLE1173	108+97.00	64.00'
TLE1174	105+23.00	70.00'
TLE1175	104+53.87	113.11'
TLE1176	103+27.06	70.00'
TLE1177	102+81.18	70.00'
TLE1178	102+08.87	69.00'
TLE1179	101+06.28	67.00'
TLE1180	100+91.00	81.37'
TLE1181	100+81.34	120.00'

STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
IP744	18+10.84	58.27'
1100	17+57.18	0.00'
1101	17+57.18	-55.95'
PRW1102	17+68.20	-54.72'
PRW1103	18+16.94	-73.18'
1109	20+15.26	-33.20'
1110	23+73.02	-33.14'
1111	23+73.01	0.00'
1112	23+73.00	32.87'
1113	20+17.94	32.80'
1139	17+57.18	61.35'

TLE STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
TLE1150	18+26.82	-82.10'
TLE1151	20+65.54	-33.19'
TLE1152	23+73.00	44.00'
TLE1153	20+06.69	43.99'
TLE1179	18+35.77	83.06'
TLE1180	18+20.90	68.28'
TLE1181	17+81.96	59.93'

PLE STATION & OFFSET TABLE		
POINT NO.	STATION	OFFSET
PLE1122	108+82.00	-46.55'
PLE1123	108+82.00	-61.00'
PLE1124	109+18.00	-61.00'
PLE1125	109+18.00	-46.65'

TRANSPORTATION PROJECT PLAT NO: 6999-09-02-4.02

THAT PART OF LOT 2 OF CSM 14700 AND PART OF LOT 1 OF CSM 11809 LOCATED IN PART OF THE NW1/4 OF THE NE1/4, THAT PART OF PARCEL 1 OF CSM 14275, PART OF LOT 1 OF CSM 3510 AND PART OF LOT 1 OF CSM 394 LOCATED IN PART OF THE SW1/4 OF THE NE1/4, ALL IN SECTION 31, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER - LOC STR, C WAUSAU, STEWART AVENUE (S 72ND AVENUE TO S 48TH AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU

HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY OF WAUSAU FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY 3/4"X24" IRON REBARS) UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR STEWART AVE: R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, CSM 394, CSM 3510, CSM 11809, CSM 11835, CSM 13127, CSM 14275, CSM 14700, AND EXISTING CENTERLINE.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE FOR S 68TH AVE: CSM 11809, CSM 13127, CSM 14700, AND EXISTING CENTERLINE.

EXISTING ACCESS CONTROL ALONG STEWART AVE HAS BEEN ESTABLISHED FROM R/W PLAT T 020-2(13), R/W PLAT 1053-06-21, DOCUMENT 824834, AND DOCUMENT 825067.

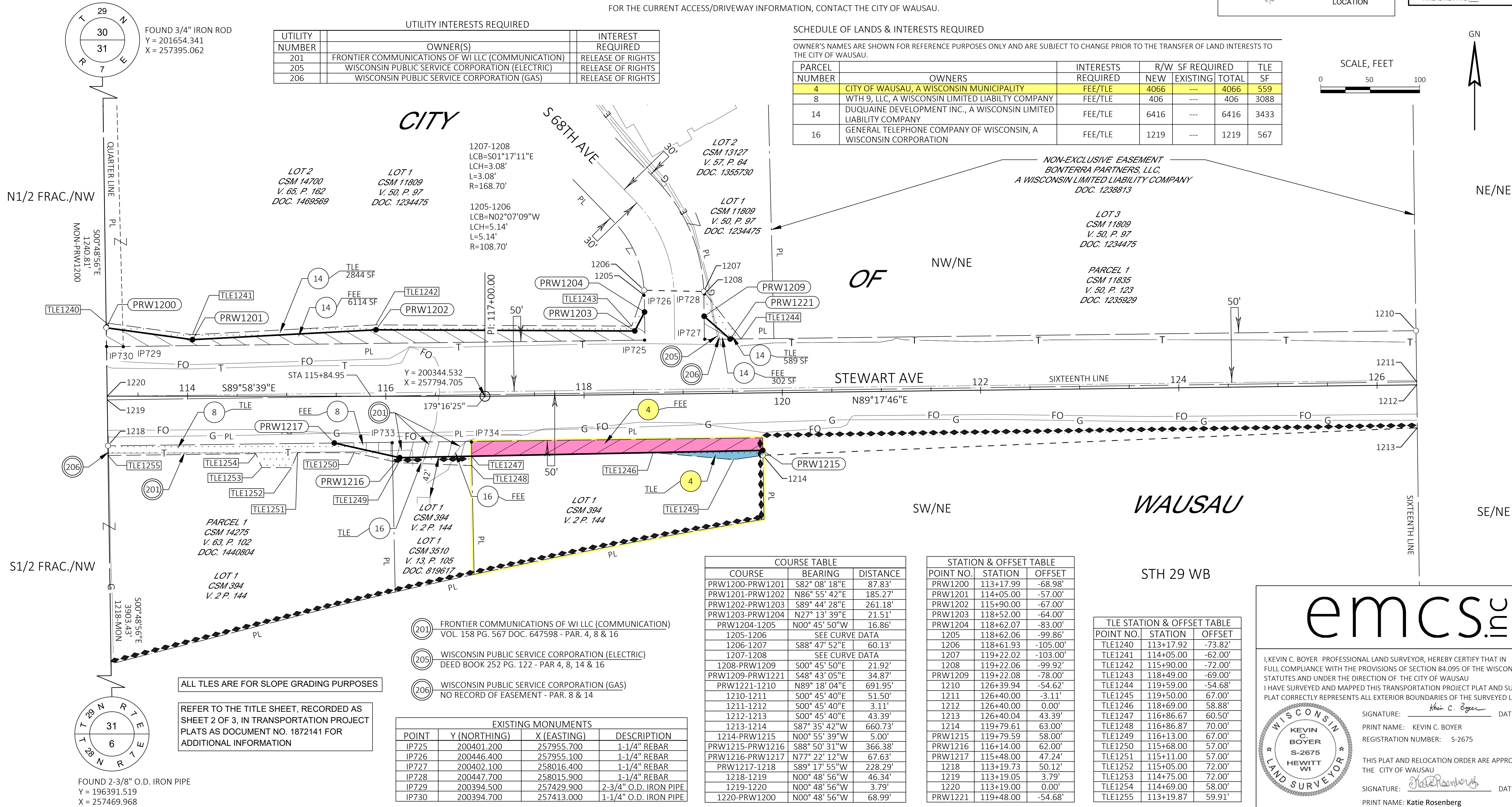
FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	OWNERS	INTERESTS REQUIRED	R/W NEW	R/W EXISTING	SF REQUIRED TOTAL	TLE SF
4	CITY OF WAUSAU, A WISCONSIN MUNICIPALITY	FEE/TLE	4066	---	4066	559
8	WTH 9, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	406	---	406	3088
14	DUQUAINE DEVELOPMENT INC., A WISCONSIN LIMITED LIABILITY COMPANY	FEE/TLE	6416	---	6416	3433
16	GENERAL TELEPHONE COMPANY OF WISCONSIN, A WISCONSIN CORPORATION	FEE/TLE	1219	---	1219	567

UTILITY NUMBER	OWNER(S)	INTEREST REQUIRED
201	FRONTIER COMMUNICATIONS OF WI LLC (COMMUNICATION)	RELEASE OF RIGHTS
205	WISCONSIN PUBLIC SERVICE CORPORATION (ELECTRIC)	RELEASE OF RIGHTS
206	WISCONSIN PUBLIC SERVICE CORPORATION (GAS)	RELEASE OF RIGHTS



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

**RESOLUTION OF THE
CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE**

Approving Agreement for the Management and Maintenance of a Stormwater Facility (Wausau School District – 1200 West Wausau Avenue).

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 24-0111

Date Introduced: January 23, 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 Capital Improvements and Street Maintenance Committee met on December 14, 2023 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for the Wausau School District, for stormwater facilities on their property at 1200 West Wausau Avenue; now therefore

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

Approved:

Katie Rosenberg, Mayor

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 28 day of SEPT, 2023 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Wausau School District A School District, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:
By: [Signature]

By: [Signature]

CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Leslie Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 28 day of September, 2023 the above-named Ryan Urmanicki
and Josh Viegut of Wausau School District, to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.

Cassie Peck

Notary Public, Wisconsin
My commission: 10/24/24

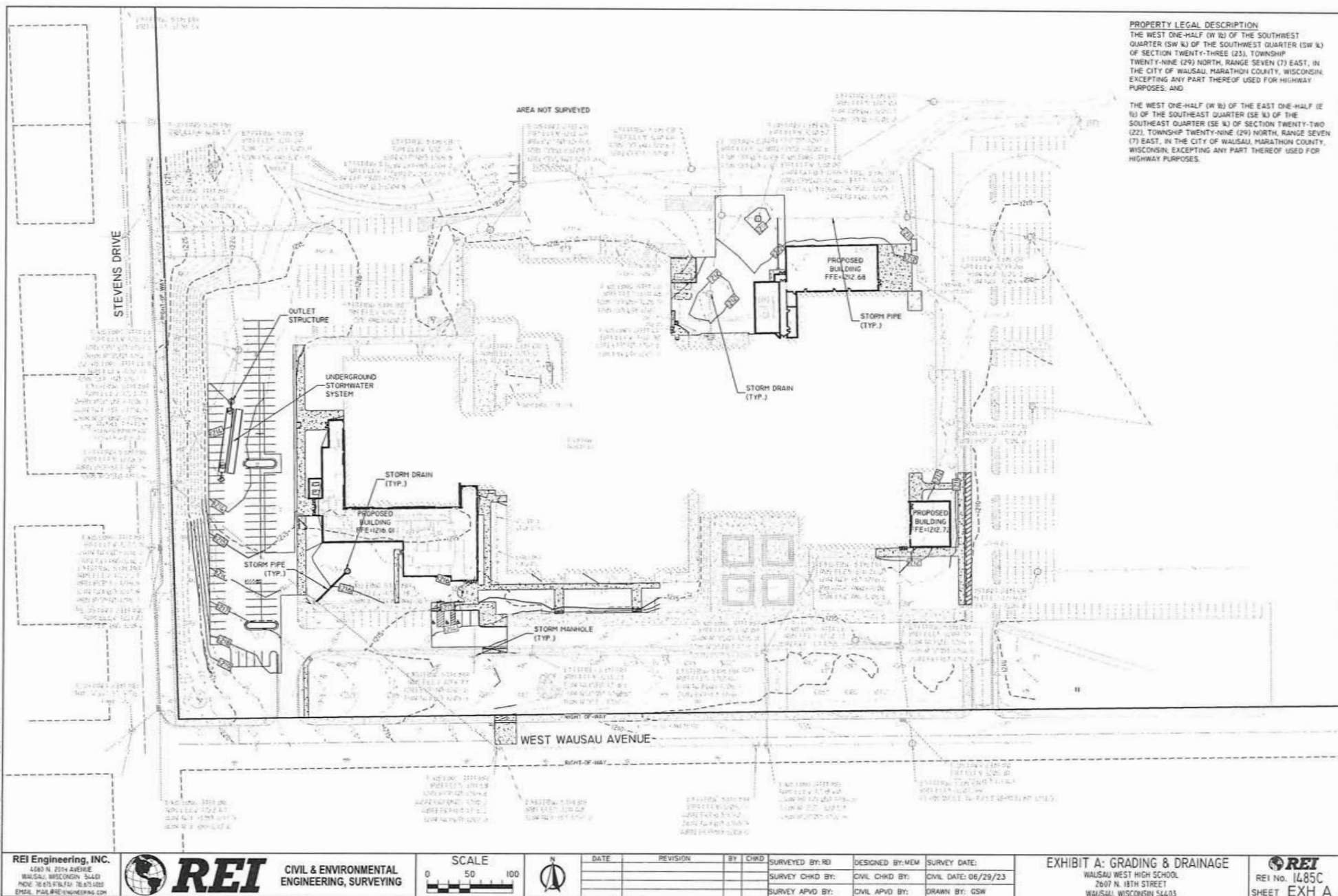
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named Katie Rosenberg, Mayor,
and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument
and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

PROPERTY LEGAL DESCRIPTION
THE WEST ONE-HALF (W 1/2) OF THE SOUTHWEST
QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4)
OF SECTION TWENTY-THREE (23), TOWNSHIP
TWENTY-NINE (29) NORTH, RANGE SEVEN (7) EAST, IN
THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN,
EXCEPTING ANY PART THEREOF USED FOR HIGHWAY
PURPOSES, AND

THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E
1/2) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE
SOUTHWEST QUARTER (SE 1/4) OF SECTION TWENTY-TWO
(22), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE SEVEN
(7) EAST, IN THE CITY OF WAUSAU, MARATHON COUNTY,
WISCONSIN, EXCEPTING ANY PART THEREOF USED FOR
HIGHWAY PURPOSES.

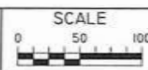


REI Engineering, INC.
4000 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.6100 FAX: 715.675.6101
EMAIL: INFO@REIENGINEERING.COM



REI

CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING



DATE	REVISION	BY	CHKD

SURVEYED BY: REI	DESIGNED BY: MEM	SURVEY DATE:
SURVEY CHKD BY:	CIVIL CHKD BY:	CIVIL DATE: 06/29/23
SURVEY APVD BY:	CIVIL APVD BY:	DRAIN BY: GSW

EXHIBIT A: GRADING & DRAINAGE
WAUSAU WEST HIGH SCHOOL
2607 N. 18TH STREET
WAUSAU, WISCONSIN 54403

REI
REI No. 1485C
SHEET EXH A

EXHIBIT B
Stormwater Management Facilities Maintenance Schedule & Procedures
For
Wausau West High School Expansion
1200 West Wausau Avenue
City of Wausau
Marathon County, WI

Property Legal Description:

The West one-half (W ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section twenty-three (23), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; excepting any part thereof used for highway purposes; and

The West one-half (W ½) of the East one-half (E ½) of the Southeast quarter (SE ¼) of the Southeast quarter (SE ¼) of Section twenty-two (22), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; excepting any part thereof used for highway purposes.

Responsible Party: Wausau School District

The Owner, their successors, and assigns, shall inspect and maintain the structural and non-structural measures that function to facilitate compliance with stormwater management regulations.

Maintenance Schedule and Procedures:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed as follows:

- 1) **DEBRIS:** Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the underground stormwater system, outlet structure, and storm sewer on the site.
- 2) **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the outlet structure of the underground system and storm sewer pipe.
- 3) **UNDERGROUND STORMWATER SYSTEM:** Remove accumulated sediment and/or debris from the sumped portion of the underground stormwater system a minimum of every other year.
- 4) **MOWING:** Conduct regular mowing of greenspace areas to promote aesthetics. Keep clippings from entering storm sewer systems.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege, Solomon King, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the October 12, 2023 meeting

B. Action on Stormwater Maintenance Agreement with Wausau School District at 1200 West Wausau Avenue

C. Action on Stormwater Maintenance Agreement with Green Bay Packaging Inc. at 6845 Packer Drive

Henke moved to approve the consent agenda items. Rasmussen seconded and the motion passed 5-0.

Agenda Item No.

2B

STAFF REPORT TO CISM COMMITTEE – December 14, 2023

AGENDA ITEM
Action on Stormwater Maintenance Agreement with Wausau School District at 1200 West Wausau Avenue
BACKGROUND
The Wausau School District is proposing improvements to the Wausau West High School Campus at 1200 W. Wausau Avenue. This redevelopment project will include three (3) building additions, new and reconfigured parking, driveways, and sidewalks. The stormwater will be managed by the addition of an underground detention system. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

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

**RESOLUTION OF THE
CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE**

Approving Agreement for the Management and Maintenance of a Stormwater Facility (Green Bay Packaging Inc. – 6845 Packer Drive).

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 24-0112

Date Introduced: January 23, 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 Capital Improvements and Street Maintenance Committee met on December 14, 2023 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Green Bay Packaging Inc., for stormwater facilities on their property at 6845 Packer Drive; now therefore

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

Approved:

Katie Rosenberg, Mayor

Document No.	AGREEMENT Document Title
AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY THIS AGREEMENT made this <u>13</u> day of <u>SEPTEMBER</u>, 20<u>23</u>, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and <u>Green Bay Packaging</u>, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER"; WITNESSETH: WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and	
Recording Area	
Name and Return Address City of Wausau Engineering Dept. 407 Grant Street Wausau, WI 54403	
PIN:	

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: _____

By: _____

JEFF RASS - FACILITY OPERATIONS MGR

CITY OF WAUSAU:

By: _____

Katie Rosenberg, Mayor

By: _____

Leslie Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 13 day of September, 2023, the above-named Jeffrey RASS and _____ of Greenbay Packaging, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Eric Kunkel

Notary Public, Wisconsin

My commission: 06/12/2027

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Katie Rosenberg, Mayor, and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission: _____

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORM WATER FACILITIES MANAGEMENT MAINTENANCE SCHEDULE & PROCEDURES FOR GREEN BAY PACKAGING 6845 Packer Drive City of Wausau, Marathon County, WI

PROPERTY LEGAL DESCRIPTION:

All of Certified Survey Map number 6017, recorded in Volume 22 of Certified Survey Maps on page 95 as document number 930586 in the Marathon County Register of Deeds office, and Part of Lot 1 of Certified Survey Map number 117, recorded in Volume 1 of Certified Survey Maps on page 117, in the Marathon County Register of Deeds office, being part of the South half of the Fractional Northwest 1/4 of Section 31, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

RESPONSIBLE PARTY:

The Owner, Green Bay Packaging, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures.

MAINTENANCE SCHEDULE AND PROCEDURES:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the vegetated and drainage swales, dry detention pond and culverts.

1. **DEBRIS:** Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the vegetated swales, dry detention pond, and culverts on the site.
2. **RIPRAP:** Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
3. **MOWING:** Seasonally mow the swales and pond side slopes to promote aesthetics and control weed growth. Perimeter areas around the storm water management facilities may have native no-mow seed mixes.
4. **WATER QUALITY SWALES:** Maintain free-drainage within the swales on the site.
5. **DRY DETENTION POND:** Following rainfall events, verify the ability for the dry detention pond to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the underlying soils may need to be loosened or replaced to restore the infiltration rate. Restore vegetation following soil rework. The drain tile may also be clogged. Verify water

discharging from draintile outlet. Repair or replacement of the draintile may be needed if clogged.

6. SNOW PLOWING: Do not plow snow into the dry detention pond as this will cause premature failure of the device.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege, Solomon King, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the October 12, 2023 meeting

B. Action on Stormwater Maintenance Agreement with Wausau School District at 1200 West Wausau Avenue

C. Action on Stormwater Maintenance Agreement with Green Bay Packaging Inc. at 6845 Packer Drive

Henke moved to approve the consent agenda items. Rasmussen seconded and the motion passed 5-0.

Agenda Item No.

2C

STAFF REPORT TO CISM COMMITTEE – December 14, 2023

AGENDA ITEM
Action on Stormwater Maintenance Agreement with Green Bay Packaging Inc. at 6845 Packer Drive
BACKGROUND
Green Bay Packaging is proposing an expansion to their existing site at 6845 Packer Drive. This redevelopment project consists of the construction of a building addition, a new parking lot, landscaping, and stormwater facilities. Stormwater is proposed to be managed for this site by installing a dry detention pond and a water quality swale. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

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

**RESOLUTION OF THE
CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE**

Approving Revised Winter Street Maintenance Policy.

Committee Action: Approved 5-0

Fiscal Impact: None, this policy reflects the level of service Public Works currently provides.

File Number: 24-0113

Date Introduced: January 23, 2024

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:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, on March 12, 1991, the Common Council adopted a Winter Street Maintenance Policy which established operating guidelines for snow and ice control, snow plowing, and snow removal operations for the City of Wausau; and

WHEREAS, in October 1996 the Winter Street Maintenance Policy was revised and on November 12, 1996 the Common Council adopted the revised policy; and

WHEREAS, in November 2023 the existing policy was revised to reflect the level of service the Department of Public Works currently provides; and

WHEREAS, on December 12, 2023, the Capital Improvements and Street Maintenance Committee met to review revisions to the current policy and recommends approval of the 2023 revised Winter Street Maintenance Policy; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the revised Winter Street Maintenance Policy, a copy of which is on file in the City Clerk's Office.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege, Solomon King, Lori Wunsch

Discussion and possible action on revised Winter Street Maintenance Policy

Kraege had reached out to see about updating the Winter Street Maintenance Policy as it has been a long time since it was looked at and the current policy is outdated. The proposed policy is what the department currently does for winter street maintenance. If changes are wanted, we would have to deal with what that means for the department and budgeting. His goal is to get a current policy in place so everyone understands what services are currently provided. He recommends approving the proposed policy as is because that is what they are currently doing and what they are budgeted for. If we want to change the policy in the future, staff can look at how to make adjustments.

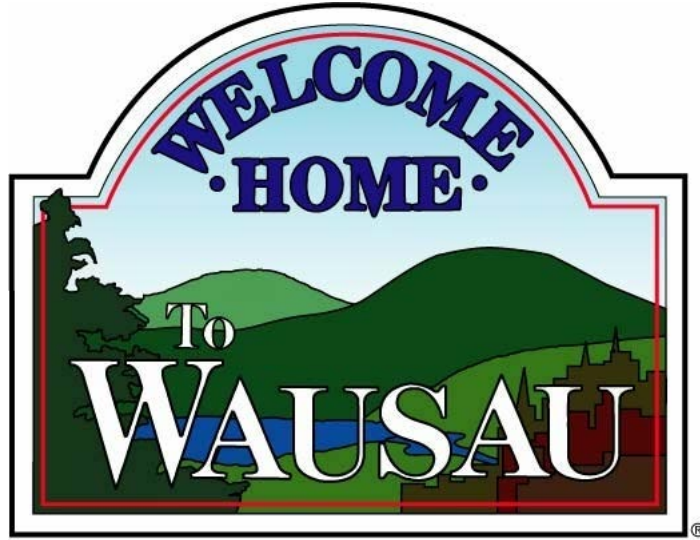
Larson said the policy looks good and DPW does a fantastic job. He does hope for better street maintenance on side streets, especially those without sidewalks. He knows his street is not always plowed within 24 hours and would like to see that tackled more aggressively.

Rasmussen feels the policy we are currently budgeted for is the way we should go. There can be hiccups depending on the timing of the storm and whether it comes with ice. She thanked Kraege for chasing down proposed cost and time impacts for the concept of curb-to-curb sanding. In a perfect world, that would be great, but when you look at the time to run a route and the cost of extra material it does not seem sustainable. If we were to have a heavy ice event, she asked if it would be possible to sand more robustly and increase the salt mix for that particular application so we get a better eat through with the sun comes out. Once we have one of those events, we are pretty much doomed the rest of the winter as it keeps snowing on top of ice. The environmental impact with the application of too much sand or salt would be mitigated because we are not doing it every time.

DPW can adjust for specific events, but Kraege cautioned against adding too much salt to the sand as it defeats the purpose of the sand. Sand is meant to add traction. When we add more salt, it liquefies everything and starts to melt it. If it is not scraped off before it refreezes, the sand is at the bottom leaving no traction on top. The best option for sand is not to add any salt so there is no melting and the sand stays on top for traction. Mechanical removal is the best option. We try to get out early and get ahead of it so there is not as much ice pack. In the future he may bring forward a piece of equipment called ice breaker. Minnesota has been having some success with it. It is a roller on the front of a machine. In areas with ice pack, you run over it with the roller, it breaks it up and you can scrape the snow down to bare pavement without using any material. Rasmussen is interested in this and said if the opportunity comes to acquire one, it should be brought to committee.

Diny moved to approve the Winter Street Maintenance Policy. Henke seconded and the motion carried 5-0.

AGENDA ITEM
Discussion and possible action on revised Winter Street Maintenance Policy
BACKGROUND
The current policy was implemented in 1996. A lot has changed since then. Policies should be reviewed and updated regularly to make sure that they provide accurate guidance for city departments to follow.
FISCAL IMPACT
The proposed policy would have no fiscal impact. It reflects the service level; public works currently provides. Any changes to this policy will have a fiscal impact.
STAFF RECOMMENDATION
Adopt the proposed winter maintenance policy as is. Provide staff with directives for any future changes to the policy.
Staff contact: Dustin Kraege 715-261-6963



CITY OF WAUSAU

WINTER STREET MAINTENANCE

POLICY

1996

ORIGINALLY ADOPTED BY COMMON COUNCIL MARCH 12, 1991

REVISED OCTOBER, 1996

ADOPTED BY COMMON COUNCIL NOVEMBER 12, 1996

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PART I PURPOSE AND OVERVIEW

A. PURPOSE OF A WINTER MAINTENANCE POLICY

The City of Wausau Department of Public Works (DPW) is the governmental agency responsible for winter snow and ice control. The Department's goal is to provide a timely and efficient response to winter storm conditions with trained personnel and adequate equipment to ensure safe and convenient travel on the streets of Wausau.

The Department of Public Works is guided by the directives of the Common Council through this Winter Maintenance Policy designed to:

1. Establish a public awareness of how the weather, traffic, and snowplowing operations interact with each other during a snowstorm.
2. Establish operating policies which influence decisions whether to sand, salt, or plow streets, and implementation of associated traffic and parking controls during emergency conditions.
3. Establish priority snowplow routes, priority sand, and priority salt routes.
4. Establish a snow policy and develop a list of the various streets, businesses, churches, schools, etc., where snow is removed as warranted.

The intent of this Winter Maintenance Policy is not to provide inflexible mandates, but rather to provide general policy statements intended to guide operational decisions.

The Director of Public Works will make changes in the Winter Maintenance Policy as necessary to accommodate changes in traffic, expansion of the street system, changes in business districts, or changes which may be directed by the Common Council.

The Common Council, through the Capital Improvements and Street Maintenance Committee, may review the Winter Maintenance Policy and modify it at any time.

B. SNOW AND ICE STORMS

Wausau, Wisconsin is located at the 45th Parallel, one-half way between the Equator and North Pole. Three of the four seasons--fall, winter and spring--can produce snow and ice storms resulting in slippery streets and hazardous driving conditions.

Ice storms are often fast developing, resulting from a combination of rain and falling temperatures. Once the temperature drops below 32°F, freezing rain can glaze streets in a matter of minutes. An emergency condition exists and the normal response requires the application of salt and sand to the streets.

Typically, it is the snow storm rather than the ice storm which is most frequent during our winter season, and it is, therefore, the major subject of this Winter Maintenance Policy. The City of Wausau may expect an average annual snowfall of 51 inches.

Each snow storm has its own characteristics, which may include:

1. The intensity of the storm, ranging from heavy snow to light flurries.
2. The type of snow, whether it is wet or dry.
3. The amount of wind, which can produce drifting snow and clogged streets long after the snow has stopped falling.
4. The temperature, which provides an indicator of the effectiveness of sanding and salting operations.
5. The timing of the snowstorm, which may determine how traffic is affected and dictate the type of snowplowing activity.

C. DPW ALERTING PROCEDURES

The Department of Public Works recognizes its responsibility to assist the public by either anticipating or reacting to changing weather conditions and hazardous driving conditions as quickly and as efficiently possible. For that reason, there is a supervisor (or lead worker) on call 24 hours a day, seven days a week.

In addition to the normal weather broadcasts, supervisors monitor the State weather network and receive additional weather information and storm warnings through the Marathon County Emergency Government Office.

During normal off-duty hours at the DPW, the Wausau Police Department will contact the on-call supervisor whenever street conditions become hazardous. The on-call supervisor must then determine whether the hazardous condition exists only in an isolated area or whether hazardous conditions will continue to develop throughout the City. If the decision is made to salt, sand, or plow, the supervisor contacts personnel according to seniority and operator classification for the equipment necessary to perform the task.

D. TYPICAL RESPONSE TO A SNOWSTORM

The purpose of this section is to explain rather briefly the normal actions involved in responding to a snowstorm. Obviously, depending on the timing and intensity of the storm, certain operations will be modified to meet the specific conditions.

At the onset of a storm, particularly one which is rather slow in developing, as little as one-quarter to one-half inch of snow will cause a glazed pavement condition on arterial streets and bridges. The problem generally develops quickest where traffic is the heaviest, but also becomes more acute in the hilly areas of Wausau where even a slight slippery condition may cause loss of driver control for a considerable distance.

If the slippery conditions develop during the late night hours, they would normally be reported by police officers to the on-call supervisor. The first response of the DPW is usually an effort to alleviate the slippery conditions by spreading salt on specified streets and abrasive sand on hills

and at other residential street intersections. Oftentimes, in very light snow, no further action would be taken.

However, if the snow continues to accumulate and the weather prediction calls for snow in excess of two inches, the spreading of salt and abrasive sand will be limited to only those areas necessary to keep traffic flowing safely, and plans will be made to plow the streets.

If snowplows are called out early in the morning (after 2:00 a.m.), the snowplows will first plow an established Priority Snowplow Route (see Appendix). The Priority Snowplow Route consists of a network of arterial and collector streets which penetrate into residential areas so most residents will have to travel a maximum of three blocks to a plowed streets. Once on a plowed street, access should be possible to all other arterial streets within the City, including the core of the City and all emergency facilities. After the Priority Snowplow Route is completed, snowplow operators will return to the remainder of their regular snowplow route.

During most snowfalls, the plowing operation will be scheduled for the evening following the snowfall. If the snow is particularly heavy, in excess of four inches, it will be necessary to keep snowplows operating on arterial streets throughout the daytime hours in an effort to keep traffic moving. The cleanup plowing is then generally scheduled for that evening.

A nighttime snowplowing operation usually begins at 10 or 11 p.m. In this case, drivers do not plow the Priority Snowplow Route first but instead plow streets in their designated areas in the manner which they find to be most efficient. The advantages of plowing at night are reduced interference from traffic and fewer parked cars, resulting in a more efficient snowplowing operation. All streets are plowed as wide as possible and intersections are cleaned. In addition, all City parking lots in the downtown area are plowed as well as certain sidewalks.

Following a snowplowing operation, and before all snowplows have completed their entire routes, the sand and salt spreading trucks are returned to service to apply salt on designated streets and sand on the hills and at intersections.

If no further snowfall occurs but the accumulation was significant, snow removal operations commence on the second night after the snowstorm. This consists of loading and hauling snow from the downtown area, bridges, and various business places. The operation will be discussed in detail in Part III.

PART II WINTER SNOW AND ICE CONTROL POLICIES

A. SALTING AND SANDING OPERATIONS

1. General

Anytime snow is subjected to the pressure of a tire, the snow melts and immediately refreezes when the pressure of the tire is removed. When temperature conditions are below 32°F, intersection pavements quickly become glazed with ice from the starting and stopping of vehicles.

The application of salt and a sand/salt mixture are the two most common and economical methods of preventing slippery conditions on streets and highways. When applied in the early phases of a snowstorm, the salt melts the snow and creates a brine which prevents ice from freezing to the pavement beneath. The action of traffic accelerates the melting action of the salt brine and creates a slush which is thrown to the side of the travel lanes. Continued applications of salt, if necessary, and/or drying weather create a bare pavement condition.

Recently the State Legislature has enacted several laws and is considering others which will limit the amount of salt used by street and highway maintenance personnel. The laws also govern how salt and sand/salt mixture are to be stored. Currently the City of Wausau complies with all applicable State laws.

2. Policy for Application of Salt

It shall be the policy of the City of Wausau to minimize the application of salt by utilizing recommended techniques and modern equipment. Salt spreaders shall be calibrated to spread salt within the recognized guidelines of 200 to 600 pounds per lane mile. Salt shall be applied at the minimum rate necessary to reduce slippery conditions and provide safe travel for the public.

Salt Routes shall be established as indicated in the Appendix of this report, and the application of salt shall be confined to those streets located on the Salt Route map. The Director of Public Works may amend or modify the Salt Route map as necessary to accommodate changing traffic conditions. Also, in the event of an ice emergency, salt may be applied on any streets within the City as ordered by the Director of Public Works.

Sodium chloride, common rock salt, is the material most often used to control snow and ice on pavements and is generally effective at temperature ranges between 32°F and 15°F. When temperatures fall below 15°F, it is necessary to pre-wet the sodium chloride with liquid calcium chloride, thereby extending the effectiveness of the salt to a temperature of approximately 0°F. The advantage of pre-wetting the rock salt and extending its effectiveness is that less salt is necessary at the lower temperature ranges and deicing occurs more quickly. Deicing of pavements, therefore, can be achieved more economically and efficiently through the addition of liquid calcium chloride than by the use of sodium chloride alone.

3. Policy for Application of Sand/Salt Mixture

By definition in the Wisconsin Statutes, a sand/salt mixture should contain 5% salt or less. The purpose of the salt is to keep the stockpile of sand from freezing solid during the winter months. The sand/salt mixture is referred to as sand throughout this report.

Sand is applied to non-salted streets when the pavement is reported to be slippery. Throughout the winter, sand is routinely applied to streets on Wausau's many hills and on other residential street intersections following snowplowing operations, or whenever weather conditions cause continual icing of pavements at intersections. It shall be the policy of the City of Wausau to spread sand as necessary to reduce slippery conditions and provide safe travel to the public. The application of sand shall be made first on the Priority Sand Routes, then the hillside intersections and other major collector and arterial streets. Residential streets shall receive a lower priority for the application of sand. The Priority Sand Route is identified in the Appendix of this report and may be changed by the Director of Public Works as necessary to accommodate changing traffic conditions. In an emergency condition, such as an ice storm, sand may be applied to any street in the City at the direction of the Director of Public Works.

The City is also responsible for maintenance of parking ramps and surface parking lots, certain sidewalks, and bridges. Sand shall be applied as required to minimize slippery conditions in parking ramps, surface lots, sidewalks abutting City property, and all bridges.

B. SNOWPLOWING OPERATIONS

1. General

Snowplowing operations involve a large amount of personal, equipment, and a considerable expenditure. The level of service will be established by the people of Wausau through their representatives on the Common Council. The following paragraphs provide general guidelines under which the Department now operates and will continue to operate until directed otherwise.

Following a snowfall, the DPW must plow snow from approximately 180 miles of streets, nine miles of sidewalks, four parking structures, eight surface parking lots of varying sizes, and the Wausau Municipal Airport. Also, the City provides snowplowing services for the sidewalks in the downtown area adjacent to the pedestrian mall on Washington Street and Third Street; sidewalks along Third Street from Jefferson Street to Grant Street, Jefferson Street from Second Street to Fourth Street, and Scott Street from Third Street to Fourth Street.

The 180 miles of streets are divided into thirteen plow routes, three of which are grader routes in the hills. Each truck plow route usually has two units assigned to it, unless there are personnel absences due to sickness or injury. Cul-de-sacs, certain narrow streets, and certain streets with very steep grades are plowed by endloaders which circulate throughout the City on an assigned route, plowing street segments which are otherwise difficult to plow with the normal patrol trucks or graders.

2. Policy for Snowplowing Procedures

- (a) Snowplowing may commence on arterial streets or on hills when one inch or more of snow has accumulated from a single snowstorm or successive snowfalls. Plowing may commence on all residential streets when two more inches of snow have accumulated from a single snowfall or successive snowfalls.

- (b) When plowing operations commence early in the morning and it is necessary to provide a network of plowed streets to move traffic from the residential areas into the business and industrial areas of the City, streets designated as the Priority Snowplow Route will be plowed first. Other streets will be plowed after the Priority Snowplow Route has been completed.

When snowplowing operations commence during the late evening hours, the Priority Snowplow Route will not be plowed first.

- (c) In the event of a heavy snowfall, generally six inches or more, the Director of Public Works and/or the Chief of Police may declare a snow emergency. In a snow emergency, cars shall not be parked on City streets for the period of time specified during the snow emergency.
- (d) When the accumulation of snow alongside streets constricts the normal street width and parked cars conflict with moving vehicles, thereby creating an unsafe condition, the Chief of Police and/or Director of Public Works may declare winter parking restrictions, during which period vehicles may park only on the odd-numbered side of the street on odd calendar days and on the even-numbered side of the street on even calendar days.
- (e) As stated in City Ordinance 12.52.020, it shall be unlawful for any person to deposit snow upon any street, sidewalk or alley within the City, except that snow from the sidewalk and drive approaches may be deposited on the boulevard area. Snow from private parking lots and wide commercial driveways may not be placed on the boulevard area, and it shall be the responsibility of the owners of those properties to have the snow removed at their expense.
- (f) The City will not remove snow from driveways, regardless of whether it is a natural accumulation or whether it had been deposited there by snowplows during the normal process of clearing the streets. An exception may be made in the event of an emergency.
- (g) If an emergency occurs during a snowstorm, the emergency call should be routed through the Police Department or Fire Department. The appropriate emergency agency should notify the DPW for assistance. Most plow units are equipped with two-way radios and can be dispatched from the DPW office to assist in snowplowing operations or the spreading of sand or salt according to the needs of the agency requesting emergency assistance. The Police Department may also contact DPW units directly through the police dispatcher.
- (h) Whenever possible, snowplowing operations are scheduled to begin at approximately 11 p.m. and continue through approximately 9 a.m. of the following morning. City Ordinance 10.20.020 currently requires there be no parking on City streets from 2 a.m. until 6 a.m. The subject ordinance shall be enforced by the Wausau Police Department to minimize interference and maximize efficiency of the snowplowing operations. Parked cars shall be issued a citation or towed away at the discretion of the Police Department.

C. PERSONNEL - RESPONSIBILITY AND STAFFING LEVEL

Because snow accumulations and associated ice conditions on streets constitute a threat to the public health, safety, and welfare, snow and ice control is conducted as an emergency operation and the personnel of the DPW are expected to respond for duty when called. The Department is staffed at a level which will provide only one major snowplowing operation in any twelve hour

period. (Although once the major plowing effort is underway, many operators will continue working for twelve to fourteen hours if necessary to complete the plowing.)

If the snowstorm is of lengthy duration, the main work force will be called off after about eight hours for a rest while a skeleton crew continues plowing to keep major streets open and respond to emergency calls. The main work force will then return to begin a second major plowing operation. Typically, if weather conditions permit, the second operation will begin at approximately 11 p.m. and continue through the night hours. Mechanics also rotate in shifts according to the size of the plowing crew on the streets.

Presently the City operates with a smaller work force than it did several years ago. Since 1979 the work force has decreased 11% while the miles of streets have increased 18%. To offset the reduction of personnel, all truck units are equipped with side-mounted wing plows in addition to the front-mounted plows. These increase the volume of snow moved with each pass of the snowplow and increase the plowing efficiency per mile of street. Based on past experience, the present City staff can handle a continuous snowfall of fifteen inches without major problems, assuming there are very few persons absent from work and minimal equipment breakdowns.

Should the City experience a snowfall substantially in excess of fifteen inches or experience successive heavy accumulations of blowing and drifting snow, the City will call on personnel from other departments to staff snowplows on an emergency basis to keep arterial streets and the Priority Snowplow Routes open and to respond to emergency calls. Snowplow operators which may be recruited include the traffic maintainers, trade technicians, and service workers from the Construction and Maintenance Division; the Electrical Department; Sewer and Water Department; and Engineering Division. These personnel will be used only on an emergency basis according to the needs at the time.

It would be neither practical nor economical for the City to staff sufficient personnel and equipment for the worst possible snowstorm. The foregoing paragraphs provide a measure of the present capabilities of the DPW, and explain certain procedures which would be initiated in the event of a severe snowstorm beyond the capabilities of the Department's normal operations.

D. EQUIPMENT

Included in the Appendix is a list of equipment which is in use during and after a snowfall event. Also indicated are units of backup equipment placed into service at those times when regular equipment is down for repairs. All snowplowing units are subjected to severe stress on the plowing equipment, drive train, and hydraulics while pushing snow continuously for ten to twelve hours.

On-duty mechanics routinely service units during snowplow operations, repairing broken blades, replacing chains, and making repairs to hydraulic equipment. Serious breakdowns in the hydraulics, engines or drive train result in the snowplow being removed from service and a backup unit mobilized in its place. There are no backup units for the graders or loaders.

PART III

POLICY FOR SNOW REMOVAL OPERATIONS

After an accumulation of snow has developed, either through a significant snowfall or successive snowfalls, snow removal operations are initiated in accordance with established practice, safety considerations, or anticipation of weather conditions such as additional snowfall or spring thaw. Snow removal consists of loading snow into trucks and hauling it to a site where it is pushed into piles and left to thaw in the spring. Because snow removal involves numerous units of large equipment, it typically causes interference with traffic. Therefore, snow removal operations are usually conducted at night in the downtown area and on the busier arterial streets. A smaller crew operating during the daytime usually removes snow from the more isolated locations and in the residential areas where the night operation might cause too much disruption of sleep.

The snow removal policy has evolved over the years and is generally limited to the streets contained in the Snow Removal Schedules No. 1 through 8 in the Appendix of this report. The schedules may be modified by the Director of Public Works as necessary to accommodate changes in street conditions and business locations, while attempting to comply with the general guidelines and spirit of the City snow removal policy. The policy may be reviewed by the Common Council or a committee thereof, and specific changes to the policy or its intent may be made at any time.

"Significant snowfall" or "significant accumulation" occurs when 2 to 4 inches of snow has fallen or has accumulated from successive snowfalls and the snowbanks from plowing reach a height of 12 to 18 inches.

Following is a brief explanation of Snow Removal Schedules No. 1 through 8 in the Appendix.

Schedule No. 1: Streets from which snow is removed following each significant snowfall. Work generally begins in the center of the downtown area with Third Street and expands outwardly.

Schedule No. 2: Major arterial streets from which snow is removed following each significant snowfall.

Schedule No. 3: City-owned parking lots from which snow is removed after each significant snowfall. They are listed in order of general priority, although the actual priority may depend on the amount of customer use.

Schedule No. 4: Snow is removed from the vicinity of schools when the accumulation becomes a safety hazard for the school children. The areas in front of the schools and associated crosswalks receive a very high priority when the snow accumulation is sufficient to either constrict the streets or cause visibility problems.

Schedule No. 5: Business places from which snow is removed when it has reached significant accumulation.

Schedule No. 6: In addition to the churches which are associated with the parochial schools shown on Schedule No. 4, other churches are shown on Schedule 6. Normally snow is removed from churches as soon as possible following a significant accumulation. The priority would be the same as Schedule No. 5 and snow removal would normally be done jointly on these two schedules to minimize equipment travel.

Schedule No. 7: These streets have narrower than normal dimensions and must be widened usually at least once during the course of an average winter and perhaps twice during a winter with above average snowfall. These are usually a lower priority than all other preceding schedules and are done as time permits throughout the winter months.

Schedule No. 8: These streets normally experience considerable spring runoff problems. The problems may include very flat street grades where accumulated snow and ice around driveways traps sufficient water to make access to driveways difficult. In other cases, runoff water is diverted by the accumulation of snow and ice onto private property where it does damage. Generally it is desirable to remove standing water from street surfaces in the spring. Standing water has a greater opportunity to penetrate into cracks and joints in the pavement, and because it can't escape into the frozen base, the hydraulic action caused by passing vehicle tires causes potholes to develop as the trapped water is forced violently upward. Most of the streets in this list have exhibited historical problems, and snow removal operations are conducted as necessary to alleviate the specific problem.

PART IV POLICY FOR CITY SERVICES ON PRIVATE PROPERTY

Any time City personnel and equipment are used on private property for snowplowing, snow removal, or steamer services (thawing drains), the property owner shall be billed the actual full cost of those City services including an appropriate charge for administration and overhead.

City services on private property may be initiated at the request of the Sidewalk Inspector when property owners fail to remove snow or ice from sidewalks within a specified period of time, and the cost is levied against the abutting property owner in accordance with statutory requirements.

In other circumstances, private property owners may seek the assistance of the City. Generally, it shall be City policy that if similar services are provided by the private sector, the City does not do the work. In the case of storm sewer thawing with a steam boiler, the City often performs such services on private property because no firm in the private sector provides thawing services.

Other requests for work on private property are reviewed by a supervisor or department head prior to authorizing the work to proceed.

APPENDIX

Priority Salt and Sand Routes - See Map

Priority Snowplow Routes - See Map

Equipment and Personnel

Snow Removal Schedules 1 - 8

- #1 Downtown Snow Removal and Westside Businesses
- #2 Major Arterial Streets
- #3 Parking Facilities
- #4 Schools
- #5 Business Places
- #6 Churches
- #7 Narrow Streets
- #8 Snow Must Be Removed Before Spring Thaw

EQUIPMENT AND PERSONNEL

OPERATOR I EQUIPMENT

Patrol trucks with plow, wing and sander	13
Backup patrol trucks with plow and sander	3
Patrol trucks with plow and wing	2
Salting trucks	2

OPERATOR I PERSONNEL

Number of Operator I's on duty during a single snow event:	17
Laborers	1
Backup Operator I's for plowing/sanding	2

OPERATOR III EQUIPMENT

Graders with wings	3
Front end loaders with plow	3
Tandem trucks with plow and wing	5
Bombardier (sidewalk)	2
Holder (sidewalk broom - downtown)	1
Backup equipment	1 yard loader
	1 tandem
	1 tractor

OPERATOR III PERSONNEL

Number of Operator III's on duty during a single snow event:	12
Number of backup Operator III's (usually on duty the day following a night time snow plowing operation)	0

ADDITIONAL BACKUP PERSONNEL

Traffic Maintainers, Trades Technician	3
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SCHEDULE #1

DOWNTOWN SNOW REMOVAL

Forest Street	1st Street to 5th Street
Franklin Street	4th Street to 7th Street
Franklin Street	2nd Street to 3rd Street
Fulton Street	1st Street to 6th Street
Grant Street	1st Street to St. Paul Street
Jackson Street	Courthouse to Tracks
Jefferson Street	1st Street to Tracks
McClellan Street	1st Street to Tracks
McIndoe Street	1st Street to 6th Street
Scott Street	Washington Street to Tracks
Washington Street	Scott Street Bridge to 2nd Street
Washington Street	4th Street to Tracks
1st Street	Forest Street to Tracks
2nd Street	Franklin Street to Fulton Street
2nd Street	Washington Street to Grant Street
3rd Street	Jefferson Street to Short Street
4th Street	Washington Street to McIndoe Street
5th Street	Grant Street to Scott Street

WESTSIDE BUSINESSES

Alexander Street	1st Avenue to 4th Avenue
Callon Street	1st Avenue to 4th Avenue
Clark Street	4th Avenue to circle
Elm Street	1st Avenue to 4th Avenue
Norton Street	4th Avenue to Tracks
Quaw Street	1st Avenue to 4th Avenue
2nd Avenue	Bridge Street to Norton Street
2nd Avenue	Elm Street to Stewart Avenue
3rd Avenue	Knox Street to 100 yds. south of Bridge Street
3rd Avenue	Elm Street to Stewart Avenue
4th Avenue	Stewart Avenue to Elm Street

SCHEDULE #2

MAJOR ARTERIAL STREETS

Bridge Street	6th Street to 17th Avenue
Franklin Street	1st Street to 7th Street
Grand Avenue	Entire Avenue
Prospect Avenue	Town Line Road to Forest Street
Stewart Avenue	Scott Street Bridge to 3rd Avenue
Sturgeon Eddy Road	Grand Avenue to Kent Street
Thomas Street	Grand Avenue to 12th Avenue South
Union Avenue	1st Avenue to 3rd Avenue
Wausau Avenue	6th Street to 13th Avenue
6th Street	Grand Avenue to Parcher Street
7th Street	Kickbusch Street to Spring Street
10th Street	McIntosh Street to Bridge Street
1st Avenue	Thomas Street to Union Avenue
3rd Avenue/Merrill Avenue	Entire Avenue
11th Avenue	Thomas Street to Chellis Street

SCHEDULE #3

PARKING FACILITIES

Ramp #1 McClellan Street

Ramp #2 Jefferson Street

Ramp #3 West Mall

Ramp #4 East Mall

Lot #7 W. Washington Street

Lot #8 River Drive

Lot #9 Jefferson Street (500 block)

Lot #10 McClellan Street (500 block)

Lot #11 McClellan Street (500 block)

Lot #12 Presbyterian Church

Lot #13 City Hall

Lot #14 500 block of Second Street

SCHEDULE #4

SCHOOLS

G. D. Jones	12th Avenue & Rosecrans Street
Grant	4th Avenue & Bridge Street
Holy Name	9th Avenue & Thomas Street
John Marshall	Lamont Street
Lincoln	600 Block South 6th Avenue
Longfellow	Seymour Street
St. Mary's	Church Street Side
St. Michael's	6th Street & Steuben Street
St. Anne's	6th Avenue & Quaw Street
St. Mark's	Strowbridge Street & 7th Avenue
Thomas Jefferson	Randolph Street

SCHEDULE #5

BUSINESS PLACES

All Business Places	Thomas Street from 3rd Avenue to 11th Avenue
All Business Places	Prospect Avenue
All Stores	North 3rd Street from Winton Street to Short Street
Beauty Shop	7th Street & Park Avenue
Beauty Shop	6th Street & Wausau Avenue
Bennie's Bar	316 E. Randolph Street
Brainard-McCunn	6th Street & Adams Street
Fire Station	Seymour Street
Fire Station	8th Street & Bridge Street
Garage	1st Avenue North & Spruce Street
Grebe's	2nd Avenue and Quaw Street
Helke's West	3rd Avenue & Spruce Street
Mark's Barber Shop	6th Street & Union Avenue
Peterson Funeral Home	6th Street & Steuben Street
Service Station	6th Street & Wausau Avenue
Store	2nd Avenue & Maple Street
Store	1300 block Cherry Street
Store	328 North 2nd Avenue
Store	Town Line Road
Store	7th Street & Wausau Avenue
Wausau Municipal Airport	
Wausau Monument	Grand Avenue and both sides Ruder Street

SCHEDULE #6

CHURCHES

Church of Nazarene	1st Avenue & Knox Street
First English	3rd Avenue & Cedar Street
Grace	3rd Avenue & Garfield Avenue
Immanuel	7th Street & Adams Street
Mount View	4th Avenue & Thomas Street
Pilgrim	Weston Avenue
Salem	2812 North 6th Street
Trinity	5th Avenue & Stewart Avenue
United Pentecostal	201 Broadway
Wesley Methodist	11th Avenue & Elm Street

SCHEDULE #7

NARROW STREETS

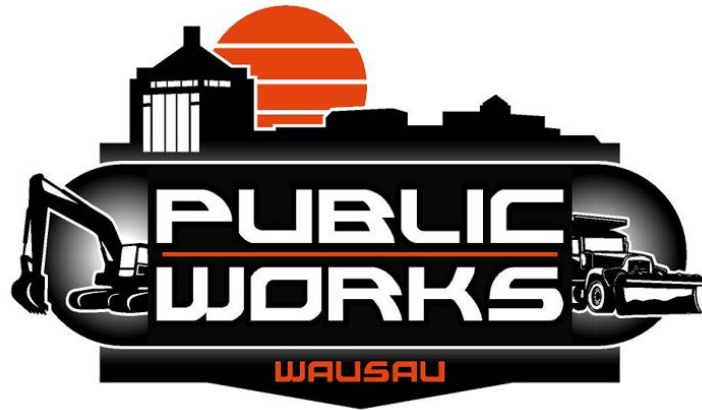
Bellis Street	Scott Street to Franklin Street
Bellis Street	Jackson Street to Jefferson Street
Broadway Lane	Broadway Avenue to Weston Avenue
Church Street	Grand Avenue to Seymour Street
DeKalb Street	3rd Street to 5th Street
Division Street	5th Street to 7th Street
Fairmount Street	Sturgeon Eddy Road to Ruder Street
Fairmount Street	Broadway Avenue to Weston Avenue
Floral Avenue	Prospect Avenue to Grand Avenue
Frenzel Street	Kickbusch Street to Henrietta Street
Geisler Street	Kolter Street to Ruder Street
Graves Avenue	Zimmerman Street to Kings Court
Gray Place	Franklin Street to Scott Street
Kings Court	Weston Avenue to Graves Avenue
Kolter Street	Roosevelt Street to Geisler Street
Langsdorf Street	3rd Street to 5th Street
Luebner Street	Grand Avenue to Prospect Avenue
McDonald Street	Grand Avenue to Torney Avenue
McIntosh Street	Prospect Avenue to Seymour Street
Miller Street	Grand Avenue to Fairmount Street
Reservoir Avenue	Maple Street to Spruce Street
Roosevelt Street	Weston Avenue to Broadway
Ruder Street	Geisler Street to Bernard Street
Strowbridge Street	North 1st Avenue to 3rd Avenue
Torney Avenue	McDonald Street to Town Line Road
Werle Avenue	West Street to Garfield Avenue
Wisconsin Street	Sturgeon Eddy Road to Kolter Street
Zimmerman Street	Weston Avenue to Kent Street
4th Street	Bridge Street to DeKalb Street
7th Avenue	Stewart Avenue to Pardee Street

SCHEDULE #8

SNOW MUST BE REMOVED BEFORE THE SPRING THAW

All creeks coming into the City must be opened.

Broadway	Lamont Street to Zimmerman Street (only two catchbasins)
1119 Brown Street	Spring on south side of Brown Street - west of 12th Street
Cedar Street	1st Avenue to 11th Avenue
Cherry Street	W. Wausau Avenue to Randolph Street
Crocker Street	7th Street to 11th Street
Horseshoe Spring Road	
Jefferson Street	10th Street to 11th Street
Kickbusch Street	1100 and 1200 Block
McIntosh Street	10th Street to 12th Street (spring on south side of street)
Parcher Street	9th Street to 11th Street
Short Street	2nd Street to 3rd Street
Spruce Street	3rd Avenue to 11th Avenue
Stark Street	7th Street to 16th Street
Steuben Street	12th Street to 16th Street
Sylvan Street	
2nd Street	Short Street to Bridge Street
7th Street	Spring Street to Crocker Street
10th Street	Spring Street to Crocker Street
10th Street & Bird Street	
11th Street	Crocker Street to Sylvan Street
12th Street	Crocker Street to Sylvan Street
12th Street	At Town Line Road (spring spills water onto 12th Street)
13th Drive	Single Avenue to Young Street
4th Avenue	Elm Street to Spruce Street



CITY OF WAUSAU

WINTER STREET MAINTENANCE

POLICY

Revised November 2023

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PART I

PURPOSE AND OVERVIEW

A. PURPOSE OF WINTER MAINTENANCE POLICY

The City of Wausau Department of Public Works (DPW) is the governmental agency responsible for winter snow and ice mitigation. The Department's goal is to provide a timely and efficient response to winter storm conditions.

The Department of Public Works is guided by the directives of the Common Council through this Winter Maintenance Policy designed to establish the priorities and level of service the department will provide.

The intent of this policy is not to provide inflexible mandates, but rather to provide general policy statements intended to guide operational decisions.

The Common Council, through the Capital Improvements and Street Maintenance Committee, may review and/or make changes to the Winter Maintenance Policy at any time.

B. SNOW AND ICE STORMS

Wausau, Wisconsin is located at the 45th parallel, halfway between the Equator and the North Pole. Three of the four seasons, fall, winter, and spring can produce snow and ice storms resulting in slippery streets and hazardous driving conditions.

Ice storms are often fast developing, resulting from a combination of rain, and falling temperatures. Once temperatures drop below 32°F, precipitation can glaze streets in minutes. The response will be to apply sand or salt on curves, hills, and intersections.

Snowstorms are much more common than ice storms. According to the National Weather Service, Wausau's 30-year average for annual snow fall is 59.6".

Each snowstorm has its own characteristics, which may include:

1. The intensity of the storm, ranging from heavy snow to light flurries.
2. The type of snow, whether wet or dry.
3. The amount of wind, which can produce drifting snow and clogged streets long after the snow has stopped falling.
4. The temperature, which influences the effectiveness of sand and salt.
5. The timing of the snowstorm, which may determine how traffic is affected and dictate the type of snowplowing activity.

C. DPW ALERTING PROCEDURES

The Department of Public Works recognizes its responsibility to assist the public by either anticipating or reacting to changing weather conditions as quickly and efficiently as possible. For that reason, there is a supervisor or lead person on call 24 hours a day, seven days a week.

In addition to local weather broadcasts and alerts, staff monitors vendor supplied specialized weather forecasting information, and receives updates from the National Weather Service Forecast Office.

During normal off-duty hours at DPW, the Wausau Police Department will contact the on-call person at DPW whenever street conditions become hazardous. DPW will then investigate whether the hazardous conditions exist in isolated areas or city wide and determine the appropriate response.

D. PERSONNEL RESPONSIBILITY

Snow and ice storms present a threat to public health, safety, and welfare. To reduce these threats, DPW staff are expected to respond for duty when called. This includes nights, weekends, and holidays. Normal work schedules may be adjusted to respond to changing weather conditions including but not limited to:

1. Starting Early
2. Staying Late
3. Changing or Staggering Shifts

Federal Motor Carrier regulations recommend that staff is limited by hours of service except during snow emergencies. For the safety of our drivers and other motorists, plow drivers will be limited to no more than 12 hours on duty and 10 hours driving, after which time they should be given 8 hours off to get proper rest before returning to work during normal winter operations.

During long duration storms, priority streets will be maintained by night shift staff or by staggering the plowing crews.

E. EMERGENCIES

Public Works responds to many types of emergencies. In the interest of public safety there are times when operations will need to operate outside of established levels of service or priorities.

Emergencies are defined as follows, but not limited to:

1. Immediate need for Police, Fire, or Emergency Medical Assistance. If crews must leave the public right of way to respond to an emergency, public works may provide necessary assistance such as opening a driveway or parking area to provide access.
2. Isolated problem areas where access is urgently needed before other areas are handled.
3. Icy conditions due to a water main break, accidents, or vegetation and other types of debris blocking streets or access.

Any time there are emergencies, Public Works will adjust our operations to assist.

F. SNOW EMERGENCY

The Director of Public Works is authorized to declare a “Snow Emergency” when winter weather conditions require it. Typical reasons would be large snow accumulations or ice storms. Declarations can occur any time severe weather has happened or is highly likely to happen.

During snow emergencies, parking is restricted on all city streets. While a snow emergency declaration may be inconvenient and frustrating to residents, it affords Public Works the opportunity to plow the streets curb to curb in a timely manner, thus reducing the amount of snow and ice buildup on streets. During snow emergencies DPW drivers are authorized to be on duty for 16 hours and 14 hours driving, before being sent home for 8 hours to rest.

PART II

PRIORITIES AND LEVEL OF SERVICE

To promote operational awareness, priority and level of service, goals have been established for the various street classifications within the City. The purpose of these goals is to guide winter maintenance operations.

Factors such as service level expectations, responsible use of deicer chemicals, road safety, traffic levels, and industry “best practices” are just some of the criteria considered in the development of these goals. The City will strive to meet these goals. It is important to understand that the time it may take to achieve them will be dependent upon weather conditions, accidents, equipment down time, and other factors such as vacancies, staff sick or medical leave, vacations, emergency needs of Police and Fire or other departments.

All streets fall into one of the following classifications: arterial, collector, local, and residential only. The priority plowing map is posted on the City's website. The accumulation expectations and timing of the winter storm will normally dictate when plowing operations will begin.

To make the most efficient use of available resources, the City has established priorities to determine the type of ice control that is going to be used as well as the order of snow control operations if resources need to be limited.

A. ARTERIAL STREETS

Arterial streets have the highest levels of traffic. Connecting highways, and the main streets in the city make up these streets. The City's priority plowing map includes these streets.

The goal for winter maintenance of arterial streets is to plow through storms maintaining 24-hour coverage. Apply salt to maintain minimal snow or ice buildup after the storm.

B. COLLECTOR STREETS

Collector streets are highly traveled streets and those designated to aid in moving traffic out of local and residential areas during storms. The City's priority plowing map includes these streets as well.

The goal for winter maintenance of collector streets is to plow during storms when possible and clear as quickly as possible after the storm ends. Maintain a significant portion of bare pavement, especially in the wheel tracks. Apply salt or sand depending on route to achieve pavement or traction goals.

C. LOCAL STREETS AND PARKING LOTS

Local streets tend to only have traffic from within the neighborhood. These streets are not on the City's priority plowing map. Parking lots include only lots owned by the City.

The goal for winter maintenance of local streets and parking lots is to plow within 24 hours of the end of the storm. Snow and ice buildup are expected and will be sanded at intersections, curves, and hills.

D. RESIDENTIAL ONLY STREETS

Residential only streets typically only have traffic from the residents who live on that street. Dead ends and cull de sac's fall into this category.

The goal for winter maintenance of residential only streets is to plow them within 24 hours of the end of the storm. Snow and ice buildup is expected, and will be sanded at intersections, curves, and hills.

E. SIDEWALKS

The City maintains roughly 19 miles of sidewalk that falls on City owned property, or the City has agreed to maintain.

The goal for winter maintenance of sidewalks is to plow them within 72 hours of the end of the storm. This matches what is expected of property owners. Normally salt is not used on sidewalks because of damage to concrete and vegetation. Some snow and ice buildup are expected and will be addressed as needed. Extra effort is placed on mechanical removal and in most situations, will be done before the 72 hours. Heavily used sidewalks such as along Grand Avenue are prioritized over less used sidewalks.

PART III

SNOW AND ICE CONTROL OPERATIONS

A. PLOWING

Plowing or mechanical snow removal can involve plowing, sweeping, and blowing snow from streets, lots, and sidewalks. Plowing is labor and equipment intensive. Mechanical removal is a preferred method for clearing snow because it reduces the amount of chemicals required to meet our pavement goals.

Plowing or other methods of removal may commence any time snow has accumulated or is starting to accumulate. Early removal reduces the amount of snow that can build up, further reducing the amount of chemicals needed.

B. SALTING

Salting is the application of solid or liquid chemical products to aid in maintaining bare pavement by preventing or removing snow and ice buildup. The City uses modern equipment and techniques designed to reduce the amount of chemicals required.

Salting operations may commence prior to or during storms to meet pavement goals.

**Salt is not applied to all streets because it is harmful to waterways.

C. SANDING

Sanding is the application of an abrasive substance for the purpose of increasing traction. Sand does contain a small amount of salt to keep it from freezing into solid chunks. Sand is applied to areas requiring more traction such as intersections, curves, and hills.

Sanding operations may commence during or after storms to increase traction.

**Sand is not applied to all areas with snow or ice buildup because it contains salt that can be harmful to waterways.

PART IV

SNOW REMOVAL OPERATIONS

A. OVERVIEW

After “significant accumulation” of snow has developed, either through a large snowfall event or successive snow falls, snow removal operations are initiated in accordance with established practice, safety considerations, or anticipation of weather conditions such as additional snow or spring thaw.

Snow removal operations consist of loading snow into trucks and hauling it to a site where it is pushed into piles and left to thaw in the spring.

The purpose of snow removal is to reduce the issues associated with large snowbanks.

B. GOALS

The goal of snow removal is to maintain proper visibility and parking space in designated areas of the City. To make room for future snow accumulation and reduce the flood risks associated with spring thaw.

RESOLUTION OF THE FINANCE COMMITTEE

Approving a Lease Agreement with City County Information Technology Commission.

Committee Action: Approved 5-0

Fiscal Impact: Increase in Rent income of \$3,564 for 2024 and 2% annually

File Number: 24-0114

Date Introduced: January 23, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: General Operations Revenue</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City County Technology Commission has been a tenant of City Hall without a formal lease agreement for many years; and

WHEREAS, auditors have recommended a formal lease be adopted; and

WHEREAS, the CCITC Commission proposed a 5-year lease agreement with an option for 2nd lease term; and the monthly lease payment of \$9,900 be increased by 3% beginning 01/01/2024 with 2% increases annually for the balance of the lease term; and

WHEREAS, your Finance Committee has considered the terms and recommends adoption;

NOW, THEREFORE, BE IT RESOLVED, by the City of Wausau Common Council that the responsible City officials execute the lease with the terms being a five-year lease with the option to renew for a second 5-year term, and monthly rent to be \$10,197 beginning 01/01/2024 with a 2% increase annually no January 1.

Approved:

Katie Rosenberg, Mayor



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

STAFF MEMO

TO: Finance Committee

FROM: Anne Jacobson, City Attorney

DATE: September 18, 2023

RE: Lease Agreement with City-County Information Technology Commission

Purpose: The auditors this year recommended a written lease between the City of Wausau and the City-County Information Technology Commission ("CCITC"), who occupy space primarily on the third floor of City Hall.

Corporation Counsel Michael Puerner drafted the proposed lease and I spoke with him about some of the proposed terms, I recommend for review and consideration by the Finance Committee:

- The leased premises is described as 6080 feet of office and related space on the 3rd floor of City Hall. However, CCITC occupies space in the basement where their computer repair shop is located and they also occupy space in the unfinished area of the basement for staging expired equipment for recycling from county departments in addition to city hall, according to the City Assessor. He notes that neither of these spaces are mentioned in the proposed lease agreement. Typically, rent for storage areas in commercial buildings is between \$3-\$5 a square foot and office space in lower levels, range from \$6-\$10 a square foot. This is based upon a review of income and expense forms from business owners during the 2020 revaluation. (para. 2)
- The term is proposed for a ten (10) year period, for no particular reason. (para. 3) In paragraph 5, the lease proposes an additional five (5) year renewal, as long as the parties agree in writing to such renewal no later than six months before the expiration of the initial ten (10) year term.
- Termination of the agreement requires at least one (1) year's notice to the other party. (para. 4)
- Rent is proposed to be \$9,900 per month, which I understand has been the lease amount for some years, and there is no proposed accelerator for the potential fifteen (15) year term. In addition to the 6,080 square feet of leased space, which represents 14% of the total above grade square footage of City Hall (excluding the basement areas), most commercial tenants pay a "CAM" (common area maintenance) charge equivalent to the percentage of space occupied in the building. CAM charges include costs for heat and HVAC, common area maintenance

expenses, janitorial expenses, snow removal, and taxes (although there is no tax here). According to the proposed lease terms, these items are to be provided by the City, but a percentage of the expense could be charged to the tenant. The City Assessor has seen rent upwards of \$25 per square foot for CAM charges, in addition to rent. (para. 6)

Recommendation: Add the additional space to the description of leased premises. Approve such business terms as term length, rent amount (whether to include CAM charges), and whether it will increase, and on what basis.

LEASE AGREEMENT
City-County Information Technology
Commission
and
City of Wausau

THIS LEASE is made and entered into this _____ day of _____ 2023, by and between the City of Wausau, a political subdivision of the State of Wisconsin organized under Chapter 62 of the Wisconsin Statutes, herein called the "LESSOR," and the City-County Information Technology Commission, an intergovernmental agency organized pursuant to Wis. Stat. § 66.0301, herein called the "LESSEE."

1. **Lease Agreement.** The LESSOR, for and in consideration of the rents provided to be paid and of the covenants, agreements, terms and conditions herein set forth to be honored, kept and performed by the LESSEE, leases to the LESSEE, the premises described below.

2. **Description of Premises.** The real estate which is subject to this Lease consists of the following premises:

- a. 6080 square feet of office and related space located on the 3rd floor of City Hall, located at 407 Grant Street in the City of Wausau.

The premises to be leased under this agreement, described above, are more fully identified in the attached Exhibit A.

3. **Term.** The term of this Lease Agreement shall commence on June 20, 2023, and end on June 30, 2033, unless terminated or extended in accordance with the provisions of this Agreement.

4. **Termination.** Either party shall have the right to terminate this Agreement, at that party's convenience, upon not less than one year advance written notice to the other party.

5. **Renewal.** The parties may renew this Lease for an additional five (5) year term if the parties agree to such a renewal in writing on or before December 31, 2032. The terms of the renewal shall be the same general terms and conditions contained in this Lease, along with any written amendments agreed upon by the parties.

6. **Rent.** As and for monthly rent, the LESSEE agrees to pay the amount of \$9,900 per month to LESSOR. All rent shall be due and owing on the 15th of each month.

7. **Provisions of Default.**

- a. ***Payment of Rent.*** If the LESSEE fails to pay an installment of rent as provided above, and if such default is not cured within ninety (90) days after notice thereof, in writing, is given to the LESSEE by the LESSOR, then LESSOR shall have the option to cancel this Lease without any further notice to the LESSEE and shall have the right to immediate possession of the premises.
- b. ***Abandonment.*** If the premises become vacant and abandoned for a period of more than thirty (30) days, other than in connection with an event contemplated in Section 13, LESSOR shall have the option to cancel this Lease without any further notice to the LESSEE and shall have the right to immediate possession of the premises.

8. **Maintenance and Repairs.** LESSOR shall be responsible for the costs and completion of all exterior or structural repairs, and for the costs and completion of all interior repairs. LESSOR shall be responsible for the costs and completion of all required building and space maintenance.

9. **Utilities.** LESSOR shall be responsible for the costs of utilities utilized by LESSEE.

10. **Cleaning Services.** LESSOR shall be responsible for cleaning services for the premises utilized by LESSEE.

11. **Air Handling and Fire Suppression.** The parties acknowledge that LESSEE will be utilizing a portion of the premises for a server room that contains sensitive and fragile electronics equipment. LESSOR shall be responsible for the costs of all required specialized air handling and fire suppression systems and services for the premises.

12. **Security Monitoring Services.** LESSOR shall be responsible for security monitoring services under the same contract that other building alarms and sensors are managed.

13. **LESSOR's Representations and Warranties; Disclaimer.** LESSOR represents and warrants to LESSEE that: (a) LESSOR has fee simple title to the premises free of any liens, charges or encumbrances that would interfere with LESSEE's permitted use of the premises; (b) the premises will be suitable for LESSEE's use as outlined in Paragraph 13 of this Agreement; and (c) that LESSOR shall remain responsible for the costs and services outlined in paragraphs 8, 9, 10, and 11 of this Agreement.

14. **Use of Premises.** The premises shall be used by the LESSEE as business office space and as an information technology support and data center and for no other purpose without the written consent of the LESSOR.

- a. ***Rules and Regulations.*** LESSEE shall comply with all reasonable building rules and regulations adopted by LESSOR relative to the premises. LESSOR may at any time adopt new rules and regulations or modify or eliminate existing rules and regulations as LESSOR shall deem necessary or appropriate provided, however, such new or modified rules and regulations do not materially interfere with LESSEE's ability to conduct its permitted use of the Premises. In the event of any conflict or inconsistency between the provisions of this Lease and any of LESSOR's rules and regulations, the provisions of this Lease shall control.
- b. ***Compliance with Laws.*** LESSEE and LESSOR shall comply with all Laws applicable to the premises or the use or occupancy of the premises.
- c. ***No Discrimination.*** LESSEE shall not engage in any discrimination against, or segregation of, any person or group of persons on the basis of any protected class under any applicable Laws, including, without, limitation, race, color, gender, creed, national origin or ancestry, with respect to LESSEE's employment and hiring practices and in the provision of any services by LESSEE upon the premises.
- d. ***Signs.*** LESSOR and LESSEE shall work cooperatively to identify needed signage. Signage may be affixed only in a manner and location approved by LESSOR and at LESSOR's cost.

e. *Parking.* This Lease Agreement does not include parking spaces.

15. **Lessor's Right to Inspect.** The LESSOR and its duly authorized agents shall have the right to inspect said premises at all reasonable times and at least once every two months for the purpose of examining the same and to ascertain that they are in good repair. LESSOR shall be allowed access to the premises at reasonable times during normal business hours or otherwise agreed to by the parties so as to allow the LESSOR to carry out its lease obligations and to inspect the premises pursuant to this lease.

16. **Damage or Destruction to Leased Premises.** It is mutually agreed by the parties hereto in case said premises or any part thereof shall at any time be destroyed or so damaged as to make the premises unfit for occupancy or use, then the rents hereby reserved or a fair and just proportion thereof, according to the nature of the damage sustained, shall, until the premises shall be rebuilt or reinstated and made fit for occupancy or use, be suspended and cease to be payable unless such destruction or damage is caused in whole or in part by the actions or inactions of the LESSEE, or its employees or agents, but in case the building shall be substantially destroyed by fire or unavoidable casualty, then the term of this lease may be re-determined by mutual agreement of the parties if either party gives written notice to the other party within thirty (30) days after such substantial destruction.

If the premises are destroyed or damaged by fire or other casualty so that LESSEE is unable to occupy the premises for its permitted use, then within thirty (30) days after that event, LESSOR shall give LESSEE a notice specifying the estimated time, in LESSOR's reasonable judgment, required for repair or restoration (the "Restoration Estimate"). If the Restoration Estimate is one hundred twenty (120) days or less, then LESSOR shall proceed promptly and diligently to adjust the loss with applicable insurers, to secure all required governmental permits and approvals, and, to the extent of the insurance proceeds available, to repair or restore the Premises.

If the Restoration Estimate exceeds one hundred twenty (120) days, then LESSOR or LESSEE may elect to terminate this Lease by giving a termination notice to the other party within thirty (30) following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice.

17. **Hold Harmless.** LESSEE hereby agrees to release, indemnify, defend, and hold harmless LESSOR, 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 LESSEE, its officers, officials, employees, agents or assigns.

LESSOR hereby agrees to release, indemnify, defend, and hold harmless LESSEE, 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 LESSOR, its officers, officials, employees, agents or assigns.

LESSOR and LESSEE do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

18. **Surrender.** LESSEE, upon termination of this lease in any manner, shall surrender to the LESSOR possession of the premises in good condition and repair, ordinary wear and tear excepted, with loss through fire or other insurable risk further excepted, and will deliver up the keys to the LESSOR, time being of the essence. Unless LESSOR elects otherwise, all Alterations made by LESSEE shall become the property of LESSOR and shall be surrendered to LESSOR upon expiration or termination of this Lease. Notwithstanding the foregoing, all movable equipment, trade fixtures, personal property, furniture, or any other items that can be removed without harm to the premises will remain LESSEE's property and shall not become the property of LESSOR. On or before the expiration or termination of this Lease, LESSEE shall remove all LESSEE Owned Property and LESSEE shall repair at its sole cost and expense all damage caused to the premises by such removal. LESSEE's obligations under this Paragraph shall survive the expiration or earlier termination of this Lease.
19. **Assigning or Subletting.** The LESSEE may not assign this lease nor sublet nor engage in shared branching of all or a portion of the premises without the written consent of the LESSOR.
20. **Amendment.** This lease may be revised or amended only by a written agreement signed by both parties.
21. **Force Majeure.** As used in this Lease, "Force Majeure Event" means any of the following: (a) acts of God; (b) flood, fire, earthquake, explosion, or other natural disaster; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) governmental authority, order, law, action, or request; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) epidemic, pandemic, or other national or regional public health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) shortage of supplies, adequate power, or transportation facilities. The occurrence of a Force Majeure Event shall excuse such obligations of LESSOR and LESSEE as are thereby rendered impossible or reasonably impracticable for so long as such obligation remains impossible or reasonably impracticable to perform, provided such event is not the fault of the Party delayed in performing the obligation under this Lease. Nothing in this Section shall operate to excuse any holdover beyond the expiration or sooner termination of the Term of this Lease.
22. **Partial Invalidity.** If any provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by applicable Law. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable Law.
23. **Entire Agreement.** This Amended and Restated Lease (including all Exhibits) is intended as a final expression of the Parties' agreement, and may not be contradicted by evidence of any prior written or oral agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease. The parties agree that this Lease supersedes any and all prior Agreement between the parties.
24. **Survival.** Upon the expiration or other termination of this Lease, neither Party shall have any further obligation or liability to the other, except as otherwise expressly provided in this Lease and except for such obligations as by their nature can only be performed after such expiration or other termination.

Any liability for a payment which shall have accrued or relates to any period before the expiration or other termination of this Lease shall survive the expiration or earlier termination of this Lease.

25. **Governing Law; Venue.** This Lease shall be governed by the Laws of the State of Wisconsin, which shall govern the validity, performance, and enforcement of this Lease. The Parties hereby agree that any legal action deemed necessary by either Party shall be brought in any state or federal court located in the State of Wisconsin, and the Parties each hereby consent to the personal jurisdiction of such courts in any such action over the Parties hereto with respect to this Lease or the matters described herein.
26. **No Recording.** Neither this Lease nor any memorandum hereof shall be recorded or filed in any public land or other public record of any jurisdiction.
27. **Construction.** This Lease shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Lease to be drafted. The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. As used in this Lease: (a) "and/or" when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (b) "including" means "including, without limitation"; and (c) "this Lease," "herein," "hereof," and "hereunder," and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated. All of the terms and provisions of each exhibit or schedule to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease.

IN WITNESS WHEREOF the duly authorized agents of the parties hereto have subscribed their names as of the date first written above.

LESSEE: City-County Information Technology Commission

BY: Gerard Klein, Director

Date

LESSOR: CITY OF WAUSAU

By: Katie Rosenberg, Mayor

Date

EXHIBIT A - Description of Premises

Main Branch

Satellite Branch

EXHIBIT B – Rent Schedule

Main Branch

Year	Base rent per square foot
2024	\$18.85
2025	\$19.23
2026	\$19.61
2027	\$20.00
2028	\$20.40
2029	\$20.81
2030	\$21.23
2031	\$21.65
2032	\$22.09
2033	\$22.53
2034	\$22.98
2035	\$23.44
2036	\$23.91
2037	\$24.38
2038	\$24.87

Satellite Branch

Year	Base rent per square foot	Prorated Construction Costs per month
2024	\$18.85	\$1,125
2025	\$19.23	\$1,125
2026	\$19.61	\$1,125
2027	\$20.00	\$1,125
2028	\$20.40	\$1,125
2029	\$20.81	\$1,125
2030	\$21.23	\$1,125
2031	\$21.65	\$1,125
2032	\$22.09	\$1,125
2033	\$22.53	\$1,125
2034	\$22.98	\$0
2035	\$23.44	\$0
2036	\$23.91	\$0
2037	\$24.38	\$0
2038	\$24.87	\$0

EXHIBIT C

The LESSOR shall furnish to the LESSEE during the occupancy of said premises, as part of the rental consideration, in the following:

1. Heat.
2. Air Conditioning, if available in building which is leased.
3. Hot and cold running water for washroom and any existing facilities which may be part of the leased premises.
4. Water and sewer costs.
5. Maintenance and service of available heating, air conditioning, and plumbing.
6. Reasonable lighting through leased area.
7. Two keys for entrance doors of premises.
8. Electrical, telephone and data outlets. Additional outlets may be subject to a charge by the City-County Information Technology Commission.
9. Furnishing and maintenance of lights and light fixtures, electrical service necessary for operation of the office.
10. Necessary janitorial and maintenance provisions, including soap, towels and toilet tissue for restrooms.
11. Janitorial service for the premises, including halls, stairways, care of the grounds, and removal of snow from sidewalks and parking lots, including, but not limited to, the following:
 - a. Vacuuming and/or sweeping of all floors.
 - b. Periodic removal of all rubbish.
 - c. Cleaning and washing of all restrooms and plumbing fixtures
 - d. Mopping of all floors
 - e. Washing of all floors, if applicable
 - f. Cleaning of windows and light fixtures
12. General courthouse courier services.

FINANCE COMMITTEE

Date and Time: Tuesday, December 5, 2023 @ 5:15 P.M., Council Chambers

Finance Committee Members Present: Lisa Rasmussen (C), Michael Martens (VC), Sarah Watson, Doug Diny, Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Jeremy Kopp, Gerry Kline, Eric Lindman, Liz Brodek, Randy Fifrick, Kody Hart, Alder Gisselman

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

Discussion and possible action regarding lease contract with the City-County Information Technology Commission.

Motion by Lukens, seconded by Martens, to approve the contract. Motion carried 5-0.

DRAFT

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

ORDINANCE OF THE PLAN COMMISSION

Rezone 406 N 28th Avenue from SR-1, Single Residential-1 Zoning District to PUD, Planned Unit Development Zoning District and approve the GDP, General Development Plan.

Committee Action: Approved 7-0

Ordinance Number: 61-4057-729

Fiscal Impact: None.

File Number: 24-0115

Date Introduced: January 23, 2024

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

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

PT OF S 1/2 SE 1/4 NE 1/4 SEC 28- 29-7 COM 100' N OF INSECTN OF N LN OF
HILLTOP RD & WLY LN OF 28TH AVE W 190' N 100' E 190' S 100' TO BEG EX E 30'
FOR RD

now comprising a part of SR-1, Single Residential-1 Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to PUD, Planned Unit Development Zoning District and approving the GDP, General Development Plan.

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:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 19th, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Bruce Bohlken, Andrew Brueggeman, George Bornemann, Dawn Herbst.

Staff Present: William Hebert, Brian Stahl, Tara Alfonso, Brad Lenz, Andrew Lynch, Samantha Kulig

Others Present: Tom Radenz, Tom Killian

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 Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

PUBLIC HEARING: 406 N 28th Ave (General Development Plan), rezoning 406 N 28th Ave from SR-2 (Single Family Residential-2 Zoning district) to PUD (Planned Unit Development) [Walkabout Orthotics]

Lynch provided a staff update on this proposal. He stated that Walkabout Orthotics purchased the 406 N 28th Avenue and would like to add this property into their PUD to expand their parking lot. The proposed PUD has a combined total of 24 parking stalls, which is below the requirement of conditional use for going over the 150% parking maximum. Lynch stated that the proposal meets the requirements, and that staff recommends and supports the proposal to rezone.

Mayor Rosenberg opened the public hearing.

Tom Radenz, 234810 N 96th Ave, represented Walkabout Orthotics. Radenz stated that Walkabout Orthotics moved to a new location and has tried sell and/or lease the property where they were previously located since August 2021. However, Radenz explained that Walkabout Orthotics have had issues selling/leasing due to lack of parking spaces. Radenz stated that they'd hope to get this property, which is north of their former location, rezoned to provide additional parking.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on approving the rezoning 406 N 28th Ave from SR-2 (Single Family Residential-2 Zoning district) to PUD (Planned Unit Development) [Walkabout Orthotics]

Motion by Bruggeman and seconded by Herbst.

Lynch recommended removing the parking pad located on 2805 Hilltop Ave which is also owned by Walkabout Orthotics. Lynch stated that the parking pad is no longer needed since this proposed PUD will provide adequate parking.

Bruggeman changes his motion to include the recommendations stated by staff and seconded by Herbst.

Motion approved unanimously 7-0.



STAFF REPORT

To: Plan Commission
Prepared By: Andrew Lynch, AICP Asst City Planner
Date: December 05, 2023

REQUESTED ACTION:

Zoning Map Amendment

406 N 28th Ave from SR-2 to PUD and amend GDP

LOCATION:	406 N 28 th Ave
APPLICANT:	Walkabout Properties LLC
EXISTING ZONING:	Single-family Residential SR-2
EXISTING LAND USE:	Vacant single-family home.
SIZE OF PARCEL:	0.36 acres
REQUESTED ZONING:	Planned Unit Development (PUD)
PURPOSE:	The petitioner will construct a parking lot for the adjoining office building.
COMPREHENSIVE PLAN:	This area is mapped as Suburban Commercial.
OTHER PLANS:	n/a

BACKGROUND INFORMATION:

Walkabout Properties owns the medical office building at 402 N 28th Ave that is zoned PUD. In an effort to expand their parking lot they have purchased the adjoining lot at 406 N 28th Ave and have plans to remove the existing house and construct a parking lot to better serve their facility. The two parcels will be combined by CSM. The combined facility will have 24 total parking stalls and there is a parking study included that shows the 150% maximum parking for their building space would be 17 stalls. However due to 23.06.06 the need for a conditional use permit to exceed the maximum does not apply since the total number of stalls is under 25.

AMENDMENTS TO ZONING MAP

Criteria for approval. In its review and action an application for a **Planned Development district**, the Plan Commission shall make findings with respect to the following criteria:

1. The proposed Planned Unit Development project is consistent with the overall purpose and intent of this title.
2. The proposed Planned Unit Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)
3. The proposed Planned Unit Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.
4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Unit Development project, including but not limited to public sewer and water and public roads.
5. The proposed Planned Unit Development project will incorporate appropriate and adequate buffers and transitions between areas of difference land uses and development densities/intensities.
6. The proposed Planned Unit Development project design does not detract from areas of natural beauty surrounding the site.
7. The proposed architecture and character of the proposed Planned Unit Development project is compatible with adjacent/nearby development.
8. The proposed Planned Unit Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.
9. The proposed Planned Unit Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this title.
10. For Planned Unit Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

PUD CRITERIA

Staff is satisfied that the criteria for a PUD have been met by this proposal.

STAFF RECOMMENDATION

Staff recommends APPROVAL of rezoning from SR-1 to PUD. The existing GDP will be amended to reflect this parcel. Staff recommends removal of the parking pad located at 2805 Hilltop Ave since the facility will now have adequate room for parking.

COMMITTEE ACTION

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



November 09, 2023

City of Wausau

Attn: Bill Hebert

City of Wausau Zoning Administrator

407 Grant St.

Wausau, WI 54403

Subject: Review and approval of a Zoning Map Amendment for (406 N 28th Ave), and a Certified Survey Map, Conditional Use Permit and General Development Plan Amendment for both (402 & 406 N 28th Ave).

Dear Bill,

The intent of the proposed Zoning Map Amendment, Certified Survey Map, and General Development Plan Amendment is to provide additional parking opportunities and efficient access to further support the future medical clinic tenant requirements and their higher demand for parking. The subject properties outlined above have been acquired and conceptually designed (refer to site plan set attached) with the goal of presenting an efficient solution for how additional parking & access can be accomplished to support the development and sustain its success.

We are therefore requesting a zoning map amendment for 406 N 28th Ave (refer to legal description of exact area) to then combine through utilization of a CSM with the current PUD for 402 N 28th Ave. The resulting parcel area will provide the development with a route of accomplishing the goal of additional parking opportunities as a conditional use. The proposed plan exhibits a landscape surface area ratio of 39.4%, avoids any potential negative impacts to the adjacent neighborhood and aligns with the future land use goals outlined within the City of Wausau Comprehensive Plan.

Due to the existing & proposed parking stalls calculating out to 24 stalls total, it is understood the proposed project is not subject to the specific provisions/limits on the number of off-street parking allowed per section 23.06.06 (8) (a) & (c). We are not currently requesting any exceptions from what is outlined/allowed by right or as a conditional use within the existing zoning code.

Enclosed you will find the following documents for review and approval:

- Zoning Map Amendment Application (\$400) – Address: (406 N 28th Ave),
- Certified Survey Map (\$100)
- General Development Plan Application & Plan Set (To amend the existing PUD for 402 N 28th Ave) (\$400)
- Parking Study

Please contact us if you need any additional information to complete the review and approval of this request. Thanks in advance for your help and cooperation with this matter.

Sincerely,
REI Engineering, Inc.

Tom Radenz, PLS

DRAWING FILE: P:\2400-2499\2492A - WALK-ABOUT ORTHOTICS - NORTH 28TH AVENUE - CITY OF WAUSAU\Drawing\Figures & Exhibits\2492A-Site Exhibit.dwg LAYOUT: FIG 1
PLOTTED: Nov 10, 2023 - 2:09PM PLOTTED BY: NATHANP

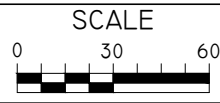


REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



REI

**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**



DATE	REVISION	BY	CHKD

SURVEYED BY: AJB
SURVEY CHKD BY:
SURVEY APVD BY:

DESIGNED BY: CCS
CIVIL CHKD BY: JJB
CIVIL APVD BY: JJB

SURVEY DATE: 10-24-2023
CIVIL DATE: 11/08/2023
DRAWN BY: NAP

LOCATION MAP
WALKABOUT PROPERTIES, LLC
402 & 406 NORTH 28TH AVENUE
WAUSAU, WISCONSIN

REI
REI No. 2492A
SHEET FIG 1

REVIEW PLANS FOR:
WALKABOUT PROPERTIES, LLC
CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN

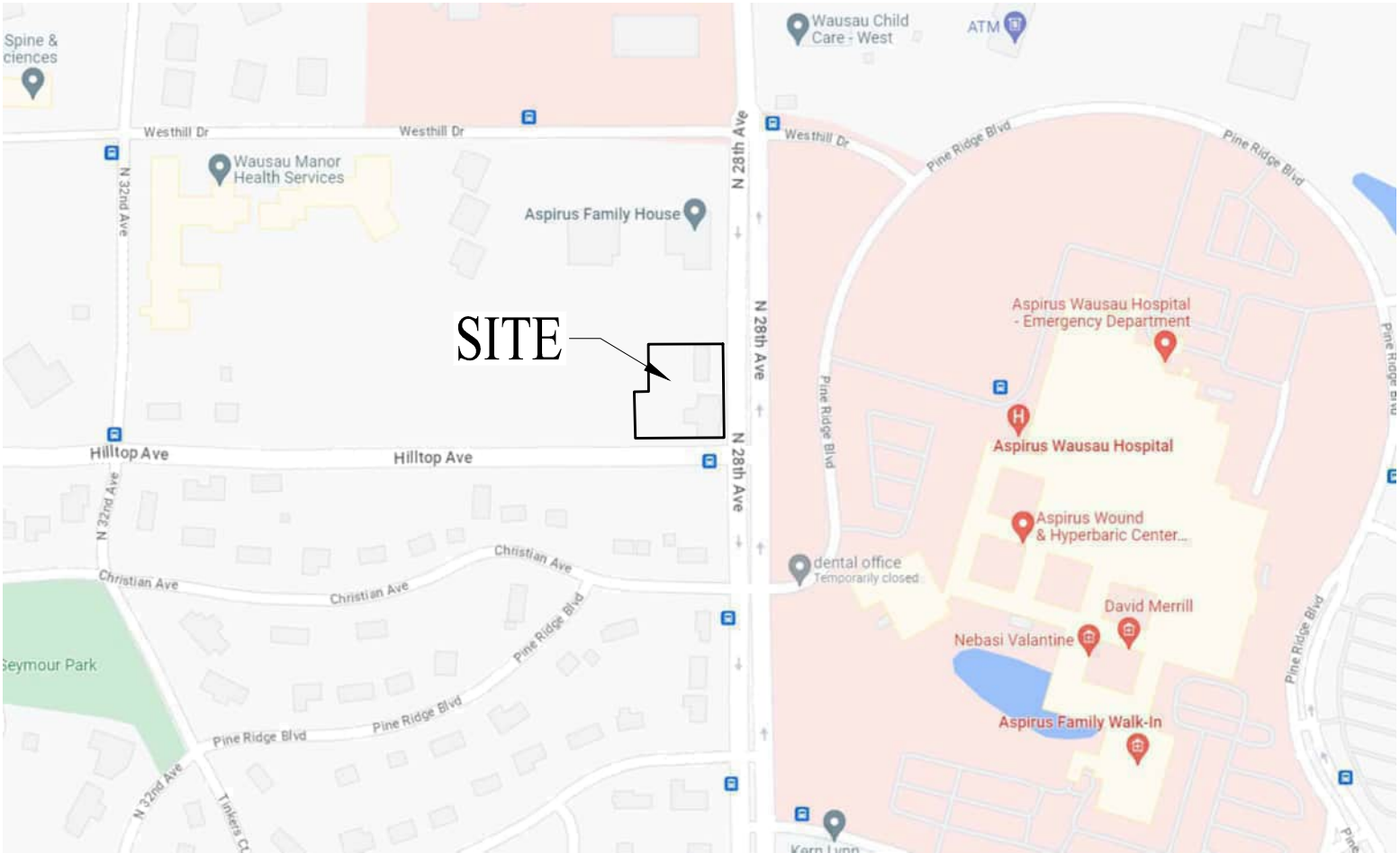
INDEX OF SHEETS

SHEET C001	TITLE SHEET
SHEET C010	EXISTING SITE CONDITIONS
SHEET C020	OVERLAY SITE PLAN
SHEET C030	DEMO PLAN
SHEET C100	SITE PLAN
SHEET C200	GRADING & EROSION CONTROL PLAN
SHEET C400	LANDSCAPE PLAN
SHEET C800	SITE DETAILS
SHEET C810	EROSION CONTROL DETAILS
SHEET C900	SITE SPECIFICATIONS

TOTAL SHEETS = 10

LIST OF STANDARD ABBREVIATIONS

&	AND
AB	AUGER BORING
ADT	AVERAGE DAILY TRAFFIC
BC	BOTTOM OF CURB
BM	BENCHMARK
BOC	BACK OF CURB
BR	BOTTOM OF RAMP
BS	BOTTOM OF STEPS
BW	BOTTOM OF WALL
CB	CATCH BASIN
CMAC	CORRUGATED METAL ARCH CULVERT
CMBC	CORRUGATED METAL BOX CULVERT
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC.	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
DGB	DENSE GRADED BASE
DIP	DUCTILE IRON PIPE
D/S	DOWNSTREAM
(E)	EAST
ELEV.	ELEVATION
EOG	EDGE OF GRAVEL
FFE	FINISHED FLOOR ELEVATION
FG	FINISH GRADE
F.O.	FIBER OPTIC
INL	INLET
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HMA	HOT MIX ASPHALT
HP	HIGH POINT
IE	INVERT ELEVATION
LF	LINEAL FEET
LP	LOW POINT
MEG	MATCH EXISTING GRADE
MH	MANHOLE
(N)	NORTH
(NE)	NORTHEAST
(NW)	NORTHWEST
OH	OVERHEAD
PC	POINT OF CURVATURE
PE	POLYETHYLENE PIPE
P/L	PROPERTY LINE
PP	POWER POLE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
RCB	REINFORCED CONCRETE BOX CULVERT
RCP	REINFORCED CONCRETE PIPE
RR	RAIL ROAD
R/W	RIGHT OF WAY
(S)	SOUTH
SAN	SANITARY SEWER
SB	SOIL BORING
SS	STORM SEWER
STM	STORM
(SW)	SOUTHWEST
TC	TOP OF CURB
TBR	TO BE REMOVED
TLE	TEMPORARY LIMITED EASEMENT
TNH	TOP NUT FIRE HYDRANT
TP	TEST PIT
TR	TOP OF RAMP
TYP.	TYPICAL
TS	TOP OF STEPS
TW	TOP OF WALL
U/S	UPSTREAM
VAR.	VARIES
(W)	WEST

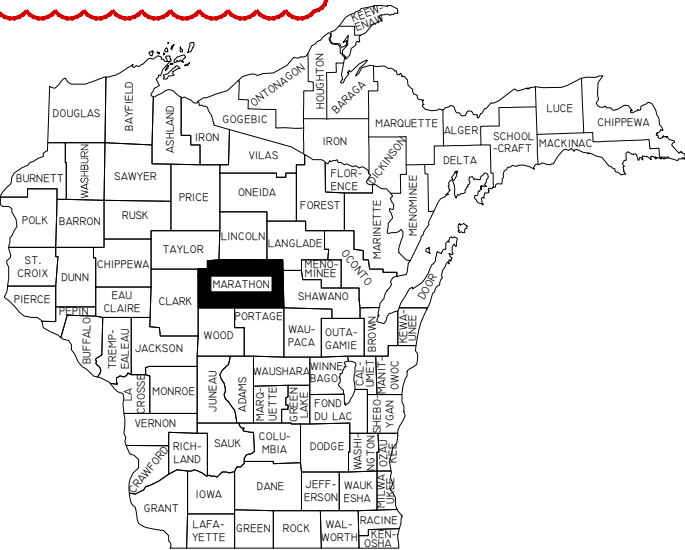


TOLL FREE: 811 OR (800) 242-8511
HEARING IMPAIRED: TDD (800)542-2289
EMERGENCY ONLY: (877) 500-9592
WWW.DIGGERSHOTLINE.COM

TITLE WORK REQUIRED
TITLE WORK FOR THE PROJECT SITE
WAS NOT PROVIDED TO REI FOR
REVIEW, THEREFORE REI WAS
UNABLE TO VERIFY THE EXISTENCE
OF EASEMENTS OR USE
ENCUMBRANCES.

INFORMATION SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES IS BASED ON INFORMATION AND DATA FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXACT LOCATIONS OF ALL UNDERGROUND FACILITIES PRIOR TO COMMENCING ANY WORK. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITY FACILITIES.

**NOT FOR
CONSTRUCTION**



LEGEND	
	BENCHMARK
	1" IRON BAR
	EXISTING MANHOLE
	EXISTING TELEPHONE MANHOLE
	EXISTING STORM SEWER MANHOLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING HYDRANT
	EXISTING WATER VALVE
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
	EXISTING WATER SHUTOFF
	EXISTING DECIDUOUS TREE
	EXISTING CONIFEROUS TREE
	EXISTING GAS VALVE
	EXISTING CURB INLET
	EXISTING WELL
	TEST PIT LOCATION
	SOIL BORING
	EXISTING AIR CONDITIONING UNIT
	EXISTING GAS METER
	EXISTING ELECTRIC METER
	EXISTING UTILITY PEDESTAL
	EXISTING RAILROAD TRACKS
	EXISTING TREE LINE
	EXISTING GUY POLE
	EXISTING CABLE TV
	EXISTING FIBER OPTIC CABLE
	EXISTING UNDERGROUND GAS
	EXISTING UNDERGROUND ELECTRIC
	EXISTING UNDERGROUND TELEPHONE
	EXISTING OVERHEAD UTILITIES
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING PROPERTY LINE
	PROPOSED HANDICAP PARKING
	PROPOSED CURB STOP
	PROPOSED HYDRANT
	PROPOSED WATER VALVE
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED FORCE MAIN
	PROPOSED SANITARY SEWER LATERAL
	PROPOSED WATER LATERAL
	PROPOSED WATER MAIN
	PROPOSED PUMP STATION
	PROPOSED SANITARY MANHOLE
	PROPOSED STORM MANHOLE
	PROPOSED CURB INLET
	PROPOSED CATCH BASIN
	PROPOSED CLEANOUT
	PROPOSED DRAINAGE FLOW
	PROPOSED SLOPE
	PROPOSED CURB & GUTTER
	PROPOSED REJECT CURB & GUTTER
	PROPOSED MOUNTABLE CURB & GUTTER
	EXISTING GROUND CONTOUR (INTERVAL -1 FT.)
	PROPOSED GROUND CONTOUR (INTERVAL -1 FT.)
	PROPOSED SPOT ELEVATION (TOP OF CURB)
	PROPOSED SPOT ELEVATION (BOTTOM OF CURB)
	PROPOSED SILT FENCE
	PROPOSED INLET PROTECTION
	PROPOSED RIPRAP
	PROPOSED EROSION MAT
	PROPOSED SAWCUT
	PROPOSED DRAINAGE SWALE

OWNER:
WALKABOUT PROPERTIES, LLC

SURVEYOR:
REI ENGINEERING, INC.
4080 N. 20TH AVENUE
WAUSAU, WI 54401
(715) 675-9784

ENGINEER:
REI ENGINEERING, INC.
4080 N. 20TH AVENUE
WAUSAU, WI 54401
(715) 675-9784
PROJECT MANAGER
CORY C. SCHLOSSER
CIVIL ENGINEER

APPROVING AUTHORITIES:
CITY OF WAUSAU

CITY OF WAUSAU ENGINEERING
407 GRANT STREET
WAUSAU, WISCONSIN 54403
(715) 261-6748

TITLE SHEET
WALKABOUT PROPERTIES, LLC
402 & 406 NORTH 28TH AVENUE
WAUSAU, WISCONSIN

REI
REI No. 2492A
SHEET C001

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**

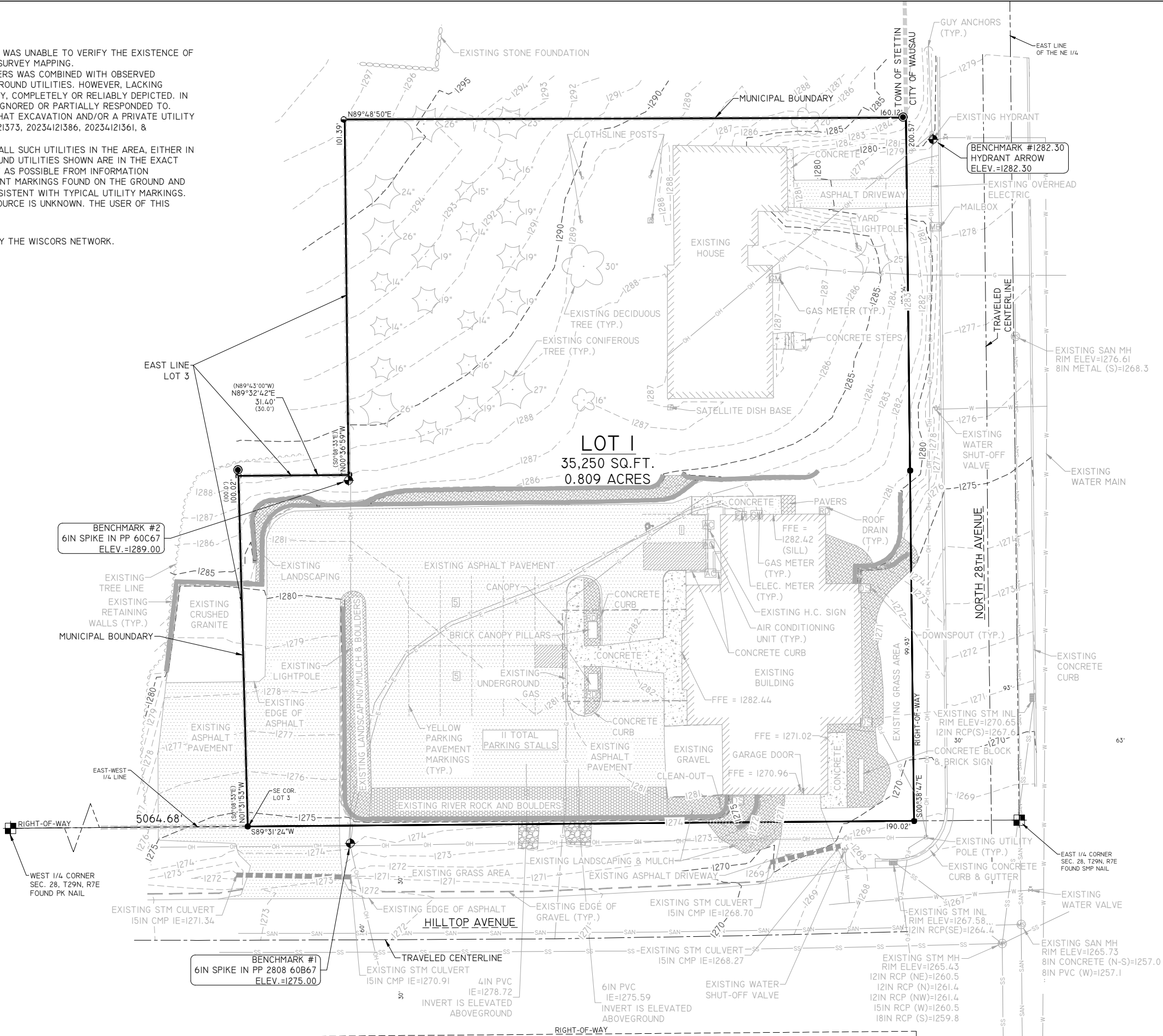
NO SCALE



DATE	REVISION	BY	CHKD	SURVEYED BY: AJB	DESIGNED BY: CCS	SURVEY DATE: 10-24-2023
				SURVEY CHKD BY:	CIVIL CHKD BY: JJB	CIVIL DATE: 11/08/2023
				SURVEY APVD BY:	CIVIL APVD BY: JJB	DRAWN BY: NAP

SURVEY NOTES:

1. FIELDWORK PERFORMED BY REI ON 10-24-2023.
2. TITLE WORK FOR THE PROJECT SITE WAS NOT PROVIDED TO REI FOR REVIEW, THEREFORE REI WAS UNABLE TO VERIFY THE EXISTENCE OF EASEMENTS OR OTHER ENCUMBRANCES OUTSIDE OF WHAT WAS FOUND DURING TOPOGRAPHIC SURVEY MAPPING.
3. PUBLIC UTILITIES - THE SOURCE INFORMATION FROM PLANS AND MARKINGS PROVIDED BY OTHERS WAS COMBINED WITH OBSERVED SURFACE EVIDENCE OF UTILITIES TO DEVELOP THE APPROXIMATED LOCATION OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF ALL UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY OR RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR PARTIALLY RESPONDED TO. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY THE DIGGER TICKETS FOR THIS SURVEY WERE #20234121373, 20234121386, 20234121361, & 20234121382.
THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. PAINT MARKINGS FOUND ON THE GROUND AND SHOWN HEREON AS EVIDENCE OF POSSIBLE (OR PROBABLE) UNDERGROUND UTILITIES ARE CONSISTENT WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PROVIDED TO AUTHENTICATE THESE MARKINGS - THEIR SOURCE IS UNKNOWN. THE USER OF THIS PLAT/MAP SHOULD RELY UPON SUCH MARKINGS AT THEIR OWN RISK.
4. PRIVATE UTILITIES WERE NOT MARKED OR MAPPED AS A PART OF THIS SURVEY.
5. ELEVATIONS AS SHOWN ON THE MAP ARE BASED ON THE NAVD 88 DATUM AND ESTABLISHED BY THE WISCORS NETWORK.

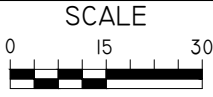


REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



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ENGINEERING, SURVEYING**

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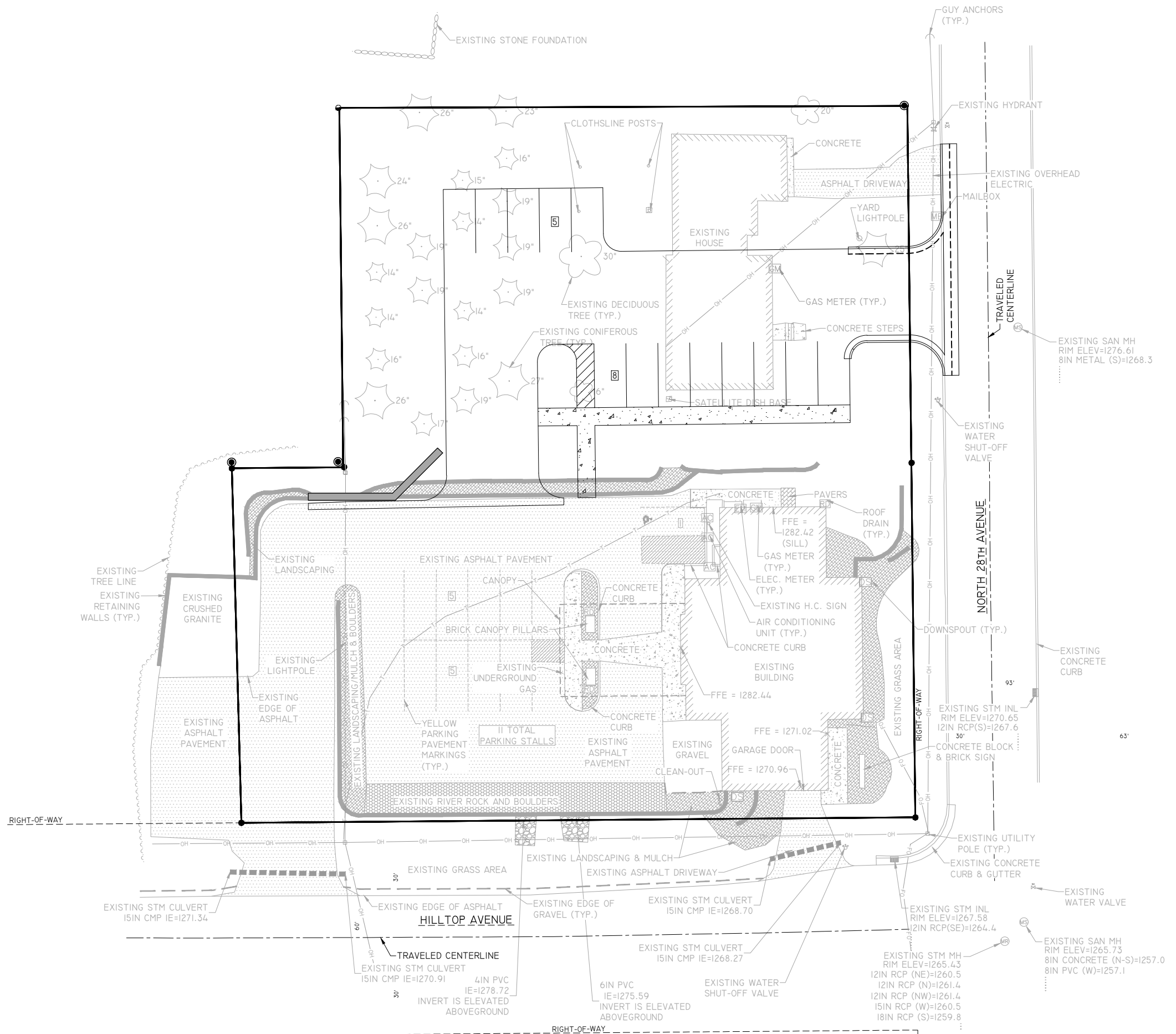
DATE	REVISION	BY	CHKD

SURVEYED BY: AJB	DESIGNED BY: CCS	SURVEY DATE: 10-24-2023
SURVEY CHKD BY:	CIVIL CHKD BY: JJB	CIVIL DATE: 11/08/2023
SURVEY APVD BY:	CIVIL APVD BY: JJB	DRAWN BY: NAP

EXISTING SITE CONDITIONS
WALKABOUT PROPERTIES, LLC
402 & 406 NORTH 28TH AVENUE
WAUSAU, WISCONSIN

REI
REI No. 2492A
SHEET C010

DRAWING FILE: P:\2400-2499\2492A - WALK-A-BOUT ORTH
PLOTTED: Nov 13, 2023 - 3:29PM PLOTTED BY: NATHANP



REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784, FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



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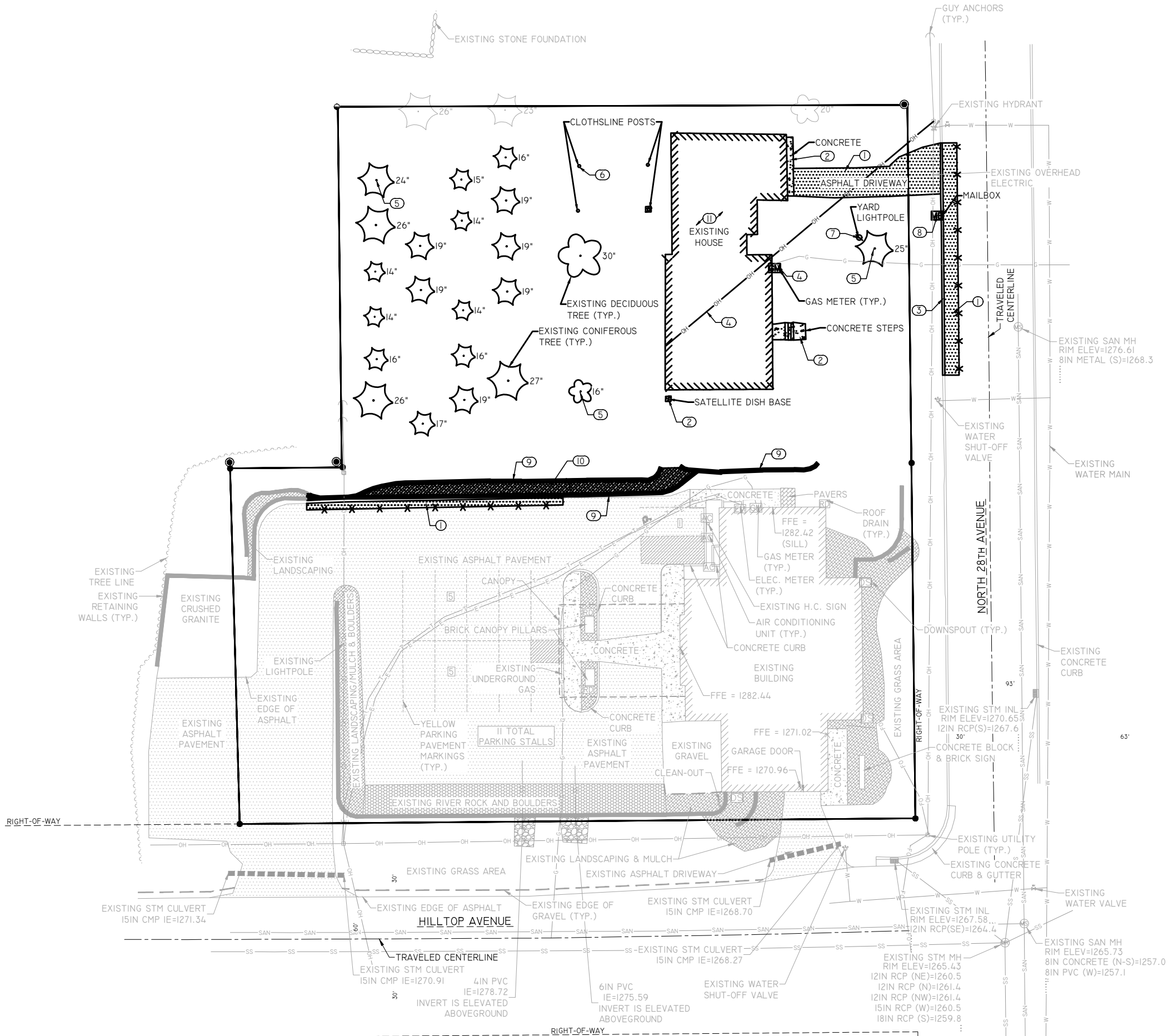
DATE	REVISION	BY	CHKD	SURVEYED BY: AJB	DESIGNED BY: CCS	SURVEY DATE: 10-24-2023
				SURVEY CHKD BY:	CIVIL CHKD BY: JJB	CIVIL DATE: 11/08/2023
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OVERLAY SITE PLAN
WALKABOUT PROPERTIES, LLC
402 & 406 NORTH 28TH AVENUE
WAUSAU, WISCONSIN

REI
No. 2492A
C020

KEYED NOTES

- 1. SAWCUT AND REMOVE ASPHALT.
- 2. SAWCUT AND REMOVE CONCRETE.
- 3. REMOVE CURB.
- 4. DISCONNECT AND REMOVE UTILITIES.
- 5. REMOVE TREES, TYPICAL.
- 6. REMOVE POSTS, TYPICAL.
- 7. REMOVE LIGHT POLE.
- 8. REMOVE MAILBOX.
- 9. REMOVE RETAINING WALL.
- 10. REMOVE LANDSCAPING.
- II. RAZE STRUCTURE.

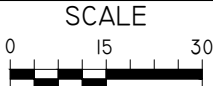


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WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



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				SURVEY CHKD BY:	CIVIL CHKD BY: JJB	CIVIL DATE: 11/08/2023
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DEMO PLAN
WALKABOUT PROPERTIES, LLC
402 & 406 NORTH 28TH AVENUE
WAUSAU, WISCONSIN

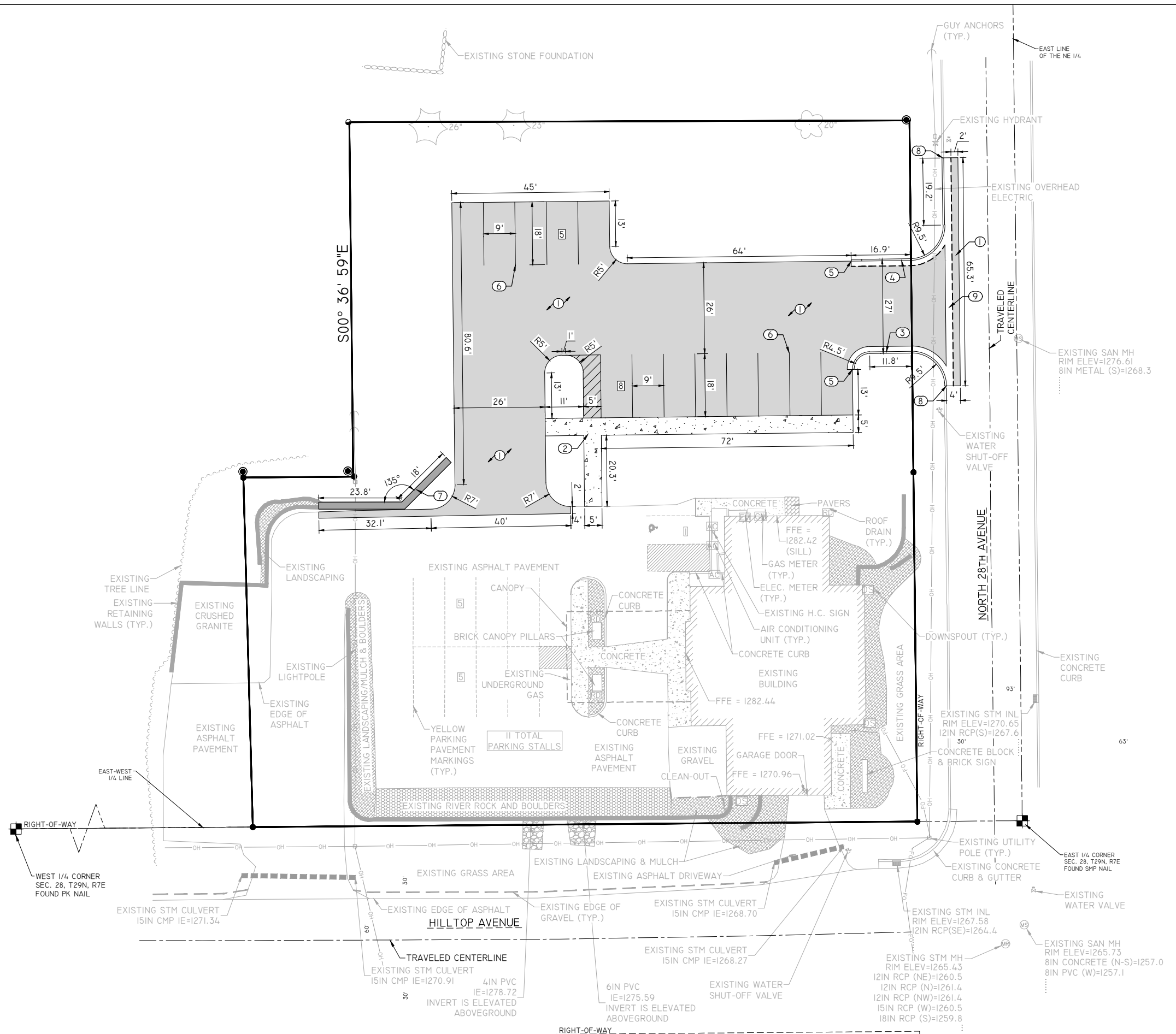
REI
REI No. 2492A
SHEET C030

○KEYED NOTES○

1. ASPHALT PAVEMENT. SEE DETAIL A/C800.
2. 4" CONCRETE SIDEWALK. SEE DETAIL B/C800.
3. 24" CURB AND GUTTER. SEE DETAIL C/C800.
4. 24" REJECT CURB AND GUTTER. SEE DETAIL C/C800.
5. STANDARD CURB & GUTTER TERMINATION. SEE DETAIL D/C800.
6. PAINTED STRIPING, YELLOW. (TYPICAL)
7. PROPOSED RETAINING WALL.
8. TAPER CURB HEAD TO MATCH EXISTING CURB HEAD.
9. 24' REJECT GUTTER PAN TO MATCH EXISTING ASPHALT.

NOTES:

- (A) PARKING SPACES ARE PARALLEL AND PERPENDICULAR TO REFERENCE LINE LABELED, S00°36'59"E, AS TAKEN FROM THE SURVEY.
- (B) ALL DIMENSIONS ARE TO THE BACK OF CURB OR FACE OF INTEGRAL CURB, UNLESS OTHERWISE NOTED.
- (C) PRIVATE & PUBLIC UTILITY COORDINATION INCLUDING GAS, ELECTRIC, AND TELECOMMUNICATIONS SHALL BE COORDINATED BY THE CONTRACTOR.



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WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784, FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



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				SURVEY CHKD BY:	CIVIL CHKD BY: JJB	CIVIL DATE: 11/08/2023
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SITE PLAN
WALKABOUT PROPERTIES, LLC
402 & 406 NORTH 28TH AVENUE
WAUSAU, WISCONSIN

 **REI**
REI No. 2492A
SHEET C100

8. PROVIDE VEGETATIVE SWALE.

- PROVIDE CONSTRUCTION ACCESS
- INSTALL SILT FENCE AND INLET / CULVERT PROTECTION ON EXISTING STORM STRUCTURES
- ROUGH GRADING
- FINISH GRADING
- PAVING
- FINAL STABILIZATION

- (A) CONTRACTOR IS RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
- (B) CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND COORDINATING ALL PROPOSED UTILITY RUNS, INSTALLATIONS AND RELOCATIONS.
- (C) CALL DIGGERS HOTLINE @ 811 OR 1-800-242-8511 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING.
- (D) ADJUST ALL MANHOLES, INLETS, AND VALVE BOXES TO FINISH GRADE.
- (E) INSTALL WISDOT CLASS I, TYPE B EROSION MAT ON ALL REVEGETATED SLOPES 4:1 OR GREATER AND WITHIN SWALE BOTTOMS.
- (F) CONTRACTOR SHALL ABIDE BY THE WDNR CONSERVATION PRACTICE STANDARDS FOR INSTALLATION AND MAINTENANCE OF EROSION CONTROL.
- (G) GRADING CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE BETWEEN PROPOSED IMPROVEMENTS AND EXISTING CONTOURS.
- (H) IN AREAS WHERE THE PAVEMENT DRAINS ONTO ADJACENT GRASS AREAS, MAINTAIN PAVEMENT 1" ABOVE GRASS.
- (I) SPOT ELEVATIONS SHOWN ALONG CURBLINE DENOTE FLOWLINE UNLESS SPECIFIED. REFER TO LAYOUT PLAN FOR CURB TYPES.
- (J) RETAINING WALL SPOT ELEVATIONS SHOWN ARE REPRESENTATIVE OF REQUIRED GRADE CHANGE. SPECIFIC WALL DESIGN BY OTHERS.

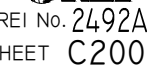


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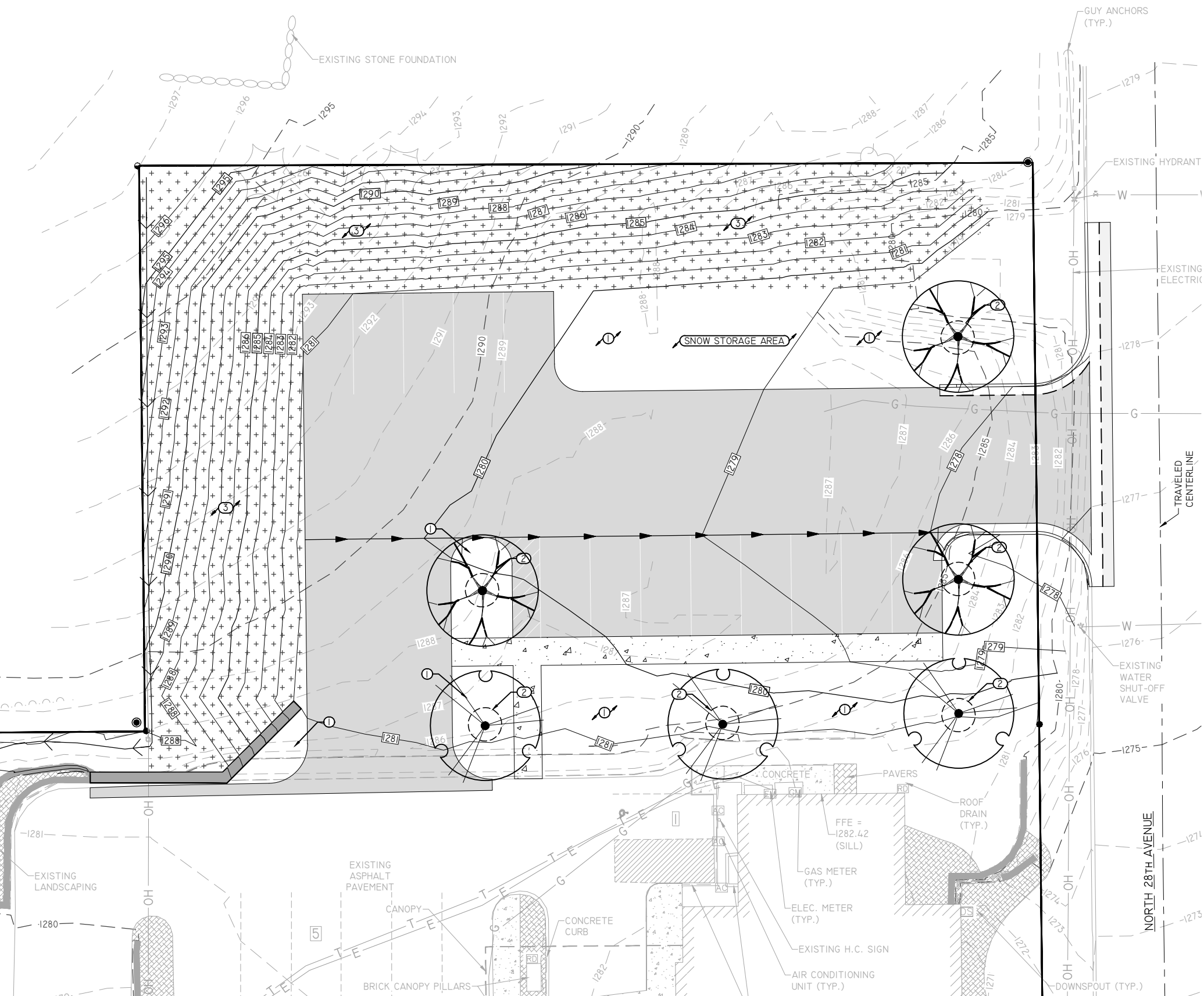


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				SURVEY CHKD BY:	CIVIL CHKD BY: JJB	CIVIL DATE: 11/08/2023
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WALKABOUT PROPERTIES, LLC
402 & 406 NORTH 28TH AVENUE
WAUSAU, WISCONSIN



DRAWING FILE: P:\2400-2499\2492A - WALK-A-BOUT ORTHOTICS - NORTH 28TH AVENUE - CITY OF WAUSAU\Drawing\PLANS\2492A-C400-LANDSCAPE.dwg LAYOUT: C400
PLOTTED: Nov 13, 2023 - 3:31PM PLOTTED BY: NATHANP



GENERAL NOTES:

- (A) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
- (B) CALL DIGGERS HOTLINE @ 811 OR 1-800-242-8511 AT LEAST 5 WORKING DAYS PRIOR TO DEMOLITION, EXCAVATION OR ANY CONSTRUCTION ACTIVITY.
- (C) ALL PLANT MATERIAL SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION OF PROJECT AND ACCEPTANCE BY OWNER, WITH A ONE TIME REPLACEMENT WARRANTY UPON REQUEST BY OWNER. WARRANTY EXPIRES AFTER FIRST FULL YEAR FOLLOWING PROJECT COMPLETION.
- (D) LANDSCAPE CONTRACTOR SHALL VERIFY MINIMUM 6" TOPSOIL DEPTH FOR ALL AREAS TO BE SEEDED/SODDED THROUGHOUT PROJECT SITE. CONTRACTOR IS REQUIRED TO CORRECT ANY DEFICIENCIES PRIOR TO SEED/SOD. TOPSOIL SHALL BE CLEAN AND FREE OF STONES, WEEDS AND OTHER UNDESIRABLE DEBRIS.
- (E) LANDSCAPE CONTRACTOR SHALL VERIFY MINIMUM 12" PLANTING SOIL DEPTH FOR ALL PROPOSED PLANTING BED AREAS THROUGHOUT THE PROJECT SITE. CONTRACTOR IS REQUIRED TO CORRECT ANY DEFICIENCIES PRIOR TO PLANT INSTALLATION. PLANTING SOIL & AREA SHALL BE CLEAN AND FREE OF STONES, WEEDS, CONCRETE WASTE AND OTHER UNDESIRABLE DEBRIS.
- (F) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING TOPSOIL AND SEEDING OR SODDING ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY, INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
- (G) CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER LANDSCAPE CONSTRUCTION ACTIVITIES ARE COMPLETE AND APPROVED BY OWNER. *THIS TO BE DONE DAILY AS DEEMED NECESSARY BY MUNICIPALITY.

KEYED NOTES

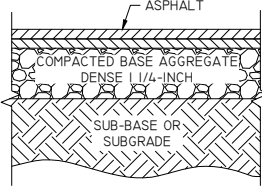
- 1. SEED FERTILIZER & MULCH (HYDROSEED), *ALL AREAS NOTED ON PLAN & ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITY. APPLY WISDOT NET-FREE CLASS I, URBAN TYPE B EROSION MAT ON SLOPING AREAS STEEPER THAN 4:1.
- 2. (5,700 SF TOTAL) AGRECOL, SHORTGRASS PRAIRIE FOR DRY SOILS, APPLY GLYPHOSATE HERBICIDE TO AREA WHEN MAJORITY OF WEEDS ARE 2"-3" TALL. WAIT 10 DAYS THEN FINELY TILL THE SOIL ONLY 1"-2" DOWN AND PLANT IMMEDIATELY BY HAND BROADCASTING AT A RATE OF 11 LBS/ACRE. RAKE OR DRAG AREA LIGHTLY, COVERING THE SEED WITH ABOUT 1/2" TO 3/4" OF SOIL. ROLL AREA FIRMLY AFTER RAKING. MULCH PRAIRIE SEEDED AREAS LESS THAN 4:1 SLOPE WITH 1" OF WEED FREE STRAW MULCH. APPLY WISDOT NET-FREE CLASS I, URBAN TYPE B EROSION MAT ON SLOPING AREAS STEEPER THAN 4:1. *REFER TO AGRECOL'S "NATIVE SEEDING INSTRUCTIONS" ON THEIR WEBSITE FOR DETAILED INSTRUCTIONS/GUIDELINES FOR RECOMMENDED PLANTING TIMES, SUCCESSFUL SEED ESTABLISHMENT AND MANAGEMENT. (LINK BELOW)
[HTTPS://WWW.AGRECOL.COM/NATIVE-SEEDING-INSTRUCTIONS_EP_44.HTML](https://www.agrecol.com/native-seeding-instructions_ep_44.html)
- 3. 6" DIAMETER WOOD MULCH TREE RING, 3"-4" DEPTH, DARK BROWN COLOR, *ALL TREES PLANTED WITHIN SEEDED AREAS.

PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	CONT.	QTY
DECIDUOUS TREES					
	Autumn Blaze® Freeman Maple	Acer x freemanii 'Jeffersred'	1.5" Cal.	B&B	3
	Swamp White Oak	Quercus bicolor	1.5" Cal.	B&B	3

DRAWING FILE: P:\2400-2499\2492A - WALK-A-BOU ORTHOTICS - NORTH 28TH AVENUE - CITY OF WAUSAU\Drawing\Plans\2492A-C800-SITE DETAILS.dwg LAYOUT: C800
PLOTTED: Nov 13, 2023 - 3:32PM PLOTTED BY: NATHANP

LIGHT DUTY			HEAVY DUTY		
SURFACE COURSE (4 LT 58-28S)	1.5"		SURFACE COURSE (4 LT 58-28S)	1.75"	
BINDER COURSE (4 LT 58-28S)	1.5"		BINDER COURSE (3 LT 58-28S)	2.25"	
BASE AGGREGATE	8"		BASE AGGREGATE	8"	



NOTES:
1. BASE AGGREGATE TO EXTEND 12" BEYOND BACK OF CURB OR EDGE OF PAVEMENT.
2. ASPHALT TO BE CONSIDERED LIGHT DUTY UNLESS SPECIFIED OTHERWISE.

A

C800

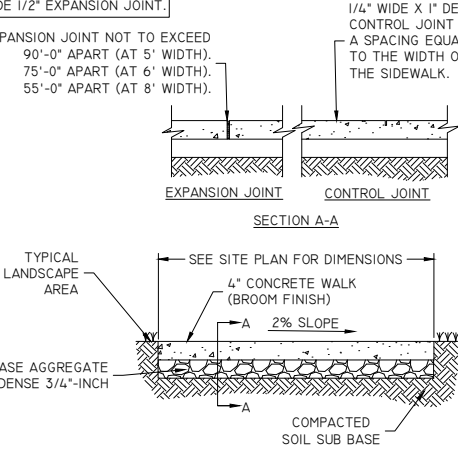
ASPHALT PAVEMENT

NTS

WHERE SIDEWALK IS IN CONTACT WITH A BUILDING, PROVIDE 1/2" EXPANSION JOINT.

1/4" WIDE X 1" DEEP CONTROL JOINT AT A SPACING EQUAL TO THE WIDTH OF THE SIDEWALK.

1/2" EXPANSION JOINT NOT TO EXCEED
90'-0" APART (AT 5' WIDTH).
75'-0" APART (AT 6' WIDTH).
55'-0" APART (AT 8' WIDTH).

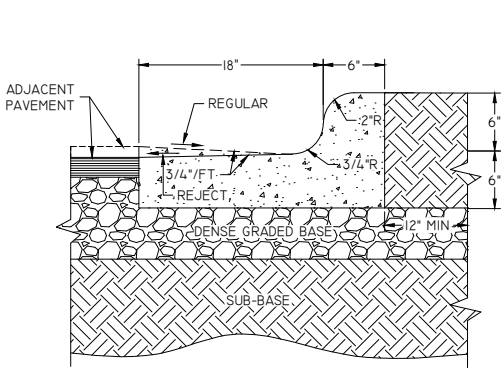


B

C800

SIDEWALK SECTION

NTS



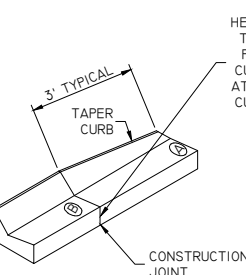
SEE SITE PLAN FOR DESIGNATION

C

C800

24" CURB & GUTTER /
24" REJECT CURB & GUTTER

NTS



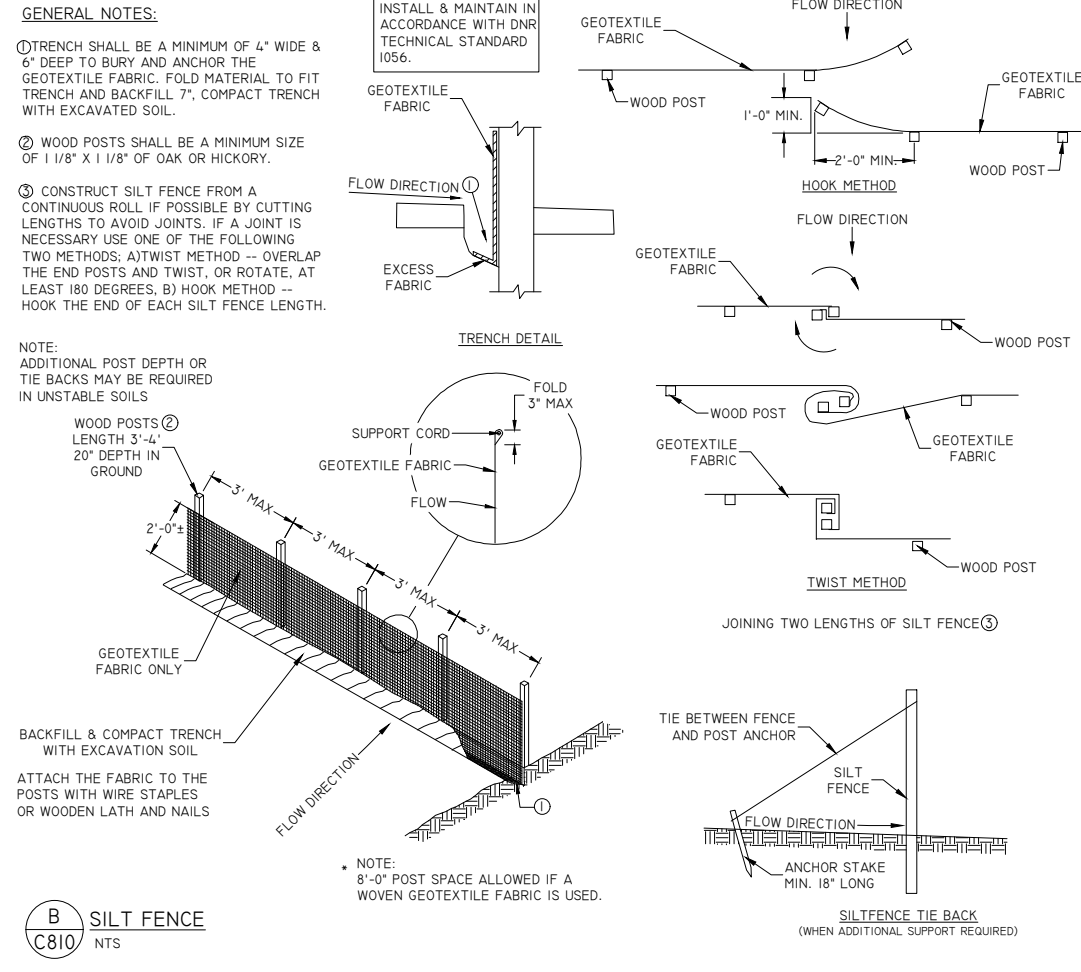
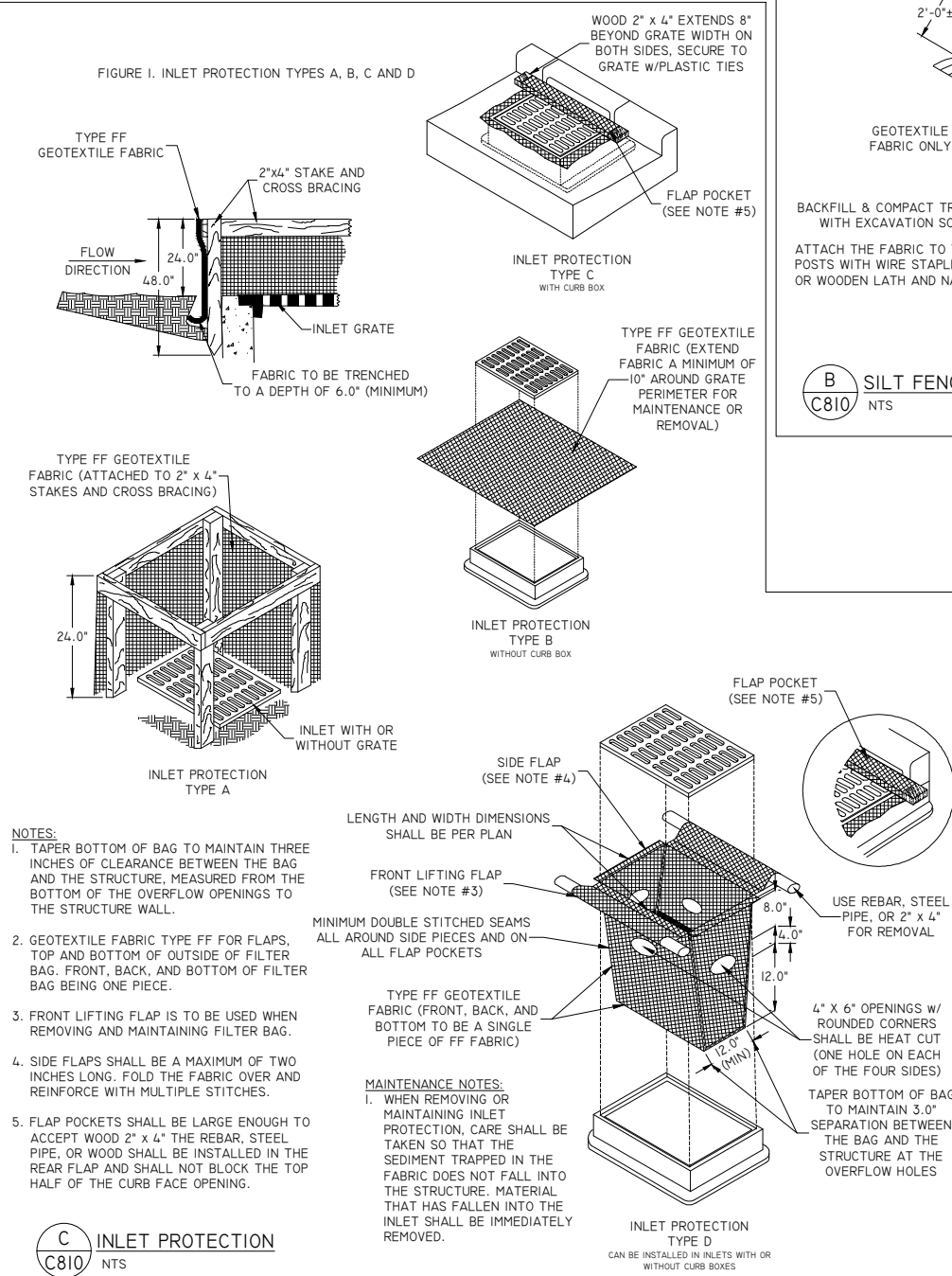
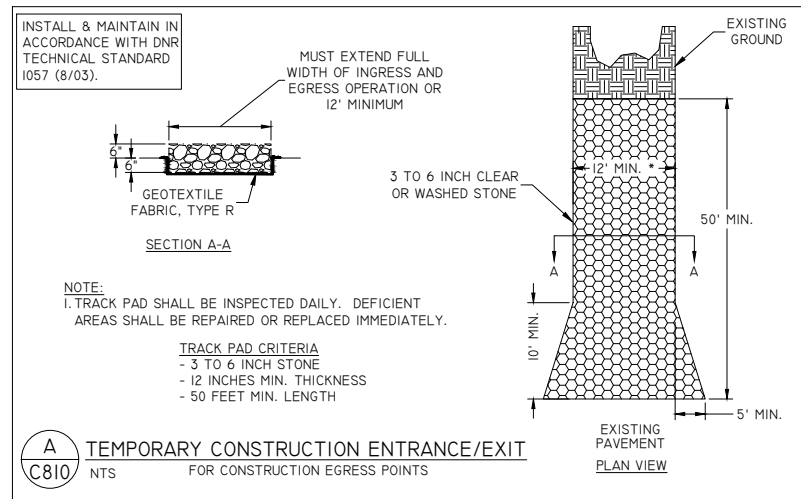
THE CURB HEIGHT SHALL TRANSITION FROM FULL CURB HEIGHT AT Ⓐ TO ZERO CURB HEIGHT AT Ⓑ

D

C800

STD CURB & GUTTER TERMINI

NTS



DRAWING FILE: P:\2400-2499\2492A - WALK-A-BOU ORTHOTICS - NORTH 28TH AVENUE - CITY OF WAUSAU\Drawing\PLANS\2492A-C900-SPECS.dwg LAYOUT: C900
PLOTTED: Nov 13, 2023 - 3:32PM PLOTTED BY: NATHANP

GENERAL NOTES/SPECIFICATIONS

1. SITE USAGE WILL BE PERMITTED ONLY WITHIN REASONABLE LIMITS TO FACILITATE CONSTRUCTION OF PROPOSED IMPROVEMENTS AND THE CONTRACTOR SHALL NOT UNREASONABLY ENCUMBER THE PREMISES WITH EQUIPMENT AND MATERIALS. MATERIAL STORAGE SHALL BE CONFINED TO SUCH LIMITS AS MAY BE JOINTLY AGREED UPON BY OWNER AND CONTRACTOR.
2. ALL SUB-CONTRACTORS SHALL BE UNDER THE DIRECTION OF THE GENERAL CONTRACTOR (OR OWNER'S REPRESENTATIVE) WHO WILL BE HELD RESPONSIBLE FOR THE COORDINATION OF ALL WORK ON THIS PROJECT AND THE PROPER EXECUTION OF THE SAME.
3. THE CONTRACTOR SHALL FURTHER ENFORCE THE OWNER'S INSTRUCTIONS OF SUCH NATURE, INCLUDING PARKING, USE OF ROADS, SAFE ACCESS TO FACILITIES, FIRE PREVENTION, AND PROJECT PHASING, WHICH THE OWNER MAY DEEM NECESSARY OR DESIRABLE ON THE OWNER'S PROPERTY.
4. CONTRACTOR SHALL KEEP A CLEAN SITE DURING CONSTRUCTION AND THROUGH FINAL ACCEPTANCE.
5. ALWAYS FOLLOW WRITTEN DIMENSIONS. DO NOT SCALE. IF DISCREPANCY EXISTS, CONTACT THE ENGINEER.
6. REMOVE ALL TREES WITHIN THE GRADING LIMITS, INCLUDING ROOT STRUCTURES, EXCEPT THOSE SPECIFICALLY NOTED TO REMAIN AND THOSE ON PROPERTY LINES. DO NOT CLEAR SITE PRIOR TO COORDINATING WITH THE OWNER TO LOCATE ALL TREES TO REMAIN.
7. PROTECT TREES, UTILITY POLES, ABOVE AND BELOW GRADE UTILITIES, AND OTHER FEATURES THAT ARE TO REMAIN. THE REPAIR OF ANY DAMAGE TO FEATURES TO REMAIN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR WITH NO PAYMENT DUE FOR SUCH REPAIRS.
8. PROTECT ABOVE AND BELOW GRADE UTILITIES THAT ARE TO REMAIN.
9. ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN OUT MANHOLES, CATCH BASINS, INLETS, WATER VALVES, LIGHT POLES, HYDRANTS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT. REFER TO THE SITE GRADING PLAN SHEET.
10. PROTECT BENCHMARKS, REFERENCE SURVEY POINTS AND OTHER PROVIDED CONSTRUCTION STAKES.
11. CALL DIGGER'S HOTLINE @ 811 OR 1-800-242-8511 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING.
12. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
13. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND COORDINATING ALL PROPOSED UTILITY RUNS, INSTALLATIONS, AND RELOCATIONS.
14. NOTIFY ELECTRIC UTILITY AT LEAST ONE WEEK PRIOR TO WORKING IN AREAS WHERE UTILITY POLES EXIST. UTILITY COMPANY WILL PROTECT POLES AS NECESSARY.
15. DURING CONSTRUCTION THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR INSPECTION AND DOCUMENTATION OF THE EROSION CONTROL DEVICES AS REQUIRED BY THE WPDES PERMIT. IF CHANGES TO THE EROSION CONTROL PLAN ARE REQUIRED, THE CONTRACTOR SHALL RECORD THOSE CHANGES ON THE PLAN. UPON COMPLETION OF WORK AND PRIOR TO LEAVING THE SITE, THE CONTRACTOR AND OWNER'S DESIGNEE SHALL COORDINATE ONGOING RESPONSIBILITY UNTIL THE SITE'S WPDES PERMIT IS TERMINATED BY THE WDNR.
16. DURING CONSTRUCTION THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR INSPECTION AND MAINTENANCE OF THE EROSION CONTROL DEVICES.
17. EROSION CONTROL DEVICES SHALL ABIDE BY THE WDNR CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL STANDARDS. [HTTPS://DNR.WI.GOV/TOPIC/STORMWATER/STANDARDS/CONST_STANDARDS.HTML](https://DNR.WI.GOV/TOPIC/STORMWATER/STANDARDS/CONST_STANDARDS.HTML)
18. CONFIRM THAT ALL TOPSOIL HAS BEEN STRIPPED FROM AREAS TO RECEIVE EMBANKMENT BEFORE PLACING EMBANKMENT MATERIAL.
19. THE CONTRACTOR SHALL PREPARE THE SITE TO SUPPORT THE PROPOSED SURFACE PER SECTION 211 OF THE WISDOT STANDARD SPECIFICATIONS.
20. DENSE GRADED BASE SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF SECTION 305 OF THE WISDOT STANDARD SPECIFICATIONS FOR DENSE GRADED BASE, CONSISTENT WITH THE DESIGNATIONS SPECIFIED ON THE PLANS.
21. OPEN GRADED BASE SHALL BE CRUSHED MATERIAL MEETING THE REQUIREMENTS AS DESCRIBED IN SECTION 310 OF THE WISDOT STANDARD SPECIFICATIONS.
22. HOT MIX ASPHALT PAVEMENT SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF SECTION 460 OF THE WISDOT STANDARD SPECIFICATIONS FOR PAVEMENT, CONSISTENT WITH THE DESIGNATIONS SPECIFIED ON THE PLANS.
23. CONCRETE PAVING SHALL CONFORM TO SECTION 415 OF THE WISDOT STANDARD SPECIFICATIONS. CONCRETE CURB AND GUTTER SHALL CONFORM TO THE APPLICABLE REGULATIONS OF SECTION 601 OF THE WISDOT STANDARD SPECIFICATIONS. CONCRETE MATERIAL SHALL BE TYPE A OR A-FA AS DEFINED WITHIN SECTION 501 OF THE WISDOT STANDARD SPECIFICATIONS WITH A DESIGN STRENGTH OF 4,500 PSI.
24. TYPE SAS FABRIC SHALL CONFORM TO THE REQUIREMENTS OF SECTION 645 OF THE WISDOT STANDARD SPECIFICATIONS.
25. PAVEMENT MARKING PAINT SHALL BE PRE-MIXED WATERBORNE EMULSION APPLIED TO A CLEAN SURFACE AT MANUFACTURER'S RATES. CONFIRM COLOR WITH OWNER PRIOR TO APPLICATION. PAVEMENT MARKINGS PLACED WITHIN THE PUBLIC RIGHT OF WAY SHALL CONFORM TO THE REQUIREMENTS OF SECTION 646 OF THE WISDOT STANDARD SPECS (EPOXY).
26. AFTER FINAL STABILIZATION, ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF LEGALLY OFFSITE.
27. AT A MINIMUM RESTORE SITE BY SEEDING & MULCHING ALL DISTURBED AREAS TO BE VEGETATED AND ENSURE ESTABLISHMENT OF ADEQUATE VEGETATION. SEED IS TO BE OF A SINGLE URBAN LAWN MIX TYPE INTENDED FOR THE EXISTING SITE SOILS AND CONFORMING WITH SECTION 630 OF THE WISDOT STANDARD SPECIFICATION.
28. SITE AND IMPORTED TOPSOIL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF SECTION 625 OF THE WISDOT STANDARD SPECIFICATIONS, GRADED FREE OF STONES AND LUMPS LARGER THAN 1 INCH AND FREE OF ROOTS, VEGETATION, AND OTHER UN-DECOMPOSED ORGANIC MATERIAL.
29. ELEVATIONS SHOWN AT THE TOP AND BOTTOM OF WALL DEPICT THE EXPOSED WALL FACE. THESE ELEVATIONS DO NOT ACCOUNT FOR WALL FOOTING DESIGN.
30. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND LEGALLY DISPOSING OF ALL EXCESS AND UNUSED MATERIALS FROM THE SITE FOLLOWING COMPLETION OF THEIR WORK.

Walkabout - Parking Study
402 N 28TH AVE, WAUSAU, WI 54401

<i>Tenant</i>	<i>Land Use</i>	<i>Square Feet/Capacity</i>	<i>Min. No. Parking Stalls</i>	<i>Max. No. Parking Stalls</i>	<i>Min. No, Parking Stalls</i>	<i>Max. No. Parking Stalls</i>	<i>Existing No. Parking Stalls</i>	<i>Proposed No. Parking Stalls</i>	<i>Total Parking Stalls (Existing & Proposed)</i>
Tenant 1	Healthcare (Medical Clinic)	3,200	1 per 400 SF GFA in excess of 2,000 SF	150% of Min.	5.5	8.25	5.5	6.5	12
Tenant 2	Healthcare (Medical Clinic)	3,200	1 per 400 SF GFA in excess of 2,000 SF	150% of Min.	5.5	8.25	5.5	6.5	12
				total	11	17	11	13	24



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

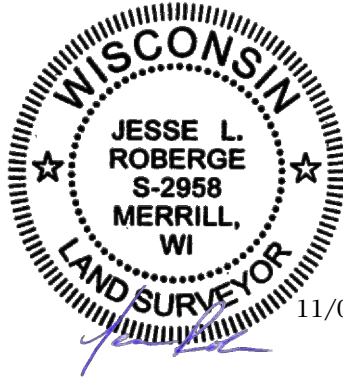
MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

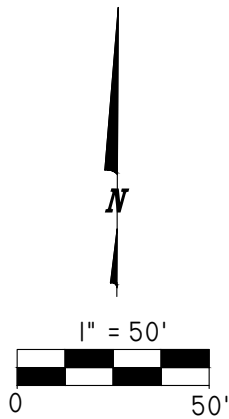
PREPARED FOR: WALKABOUT PROPERTIES LLC

LANDOWNER: WALKABOUT PROPERTIES LLC

OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28,
TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY,
WISCONSIN.



UNPLATTED LANDS
OWNED BY CLIENT



NORTHEAST CORNER
SEC. 28, T29N, R7E
FOUND RAILROAD SPIKE

11/01/2023

PARCEL 3
CSM #4823
VOL. 17, PG. 291
OWNED BY OTHERS

(N89°43'00"W)
N89°32'42"E
31.40'
(30.0')

(S0°08'33"E)
N00°36'59"W

SE 1/4 -
NE 1/4

LOT 1

35,250 SQ.FT.
0.809 ACRES

EAST LINE
LOT 3
ASPHALT
PARKING LOT

BUILDING

EDGE OF
ASPHALT

EAST-WEST
1/4 LINE

(100.0')
100.02'

(S0°08'33"E)
N01°31'53"W

SE COR.
LOT 3

30'

30'

HILLTOP AVENUE

RIGHT-OF-WAY

TOWN OF STETTIN
CITY OF WAUSAU

RIGHT-OF-WAY

NORTH 28TH AVENUE

30'

63'

N00°38'47"W

EAST 1/4 CORNER
SEC. 28, T29N, R7E
FOUND SMP NAIL

WEST 1/4 CORNER
SEC. 28, T29N, R7E
FOUND PK NAIL

NOTES:

1. FIELD SURVEY WAS COMPLETED ON 10-25-2023.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR NORTH 00°38'47" WEST.
3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.
4. THE INTENT OF THIS CERTIFIED SURVEY MAP IS TO COMBINE THE TWO PARCELS INTO ONE PARCEL.

LEGEND

- - 7/8 IN. IRON BAR FOUND
- - 1 IN. O.D. IRON PIPE FOUND
- - 1-1/4 IN. O.D. IRON PIPE FOUND
- - MUNICIPALITY BOUNDARY
- (126') - RECORDED BEARING/LENGTH
- 126.00' - MEASURED BEARING/LENGTH



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WALKABOUT PROPERTIES LLC

LANDOWNER: WALKABOUT PROPERTIES LLC

OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28,
TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY,
WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JESSE L. ROBERGE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2958, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED AND MAPPED PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE SOUTH 89°31'24" WEST, COINCIDENT WITH THE EAST-WEST 1/4 LINE OF SAID SECTION 28, 30.00 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTH 28TH AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF HILLTOP AVENUE, AND BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°31'24" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF HILLTOP AVENUE, 190.02 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 4823, RECORDED IN VOLUME 17, ON PAGE 291, AS DOCUMENT NUMBER 884379, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 01°31'53" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 3, 100.02 FEET; THENCE NORTH 89°32'42" EAST, COINCIDENT WITH SAID EAST LINE OF LOT 3, 31.40 FEET; THENCE NORTH 00°36'59" WEST, COINCIDENT WITH SAID EAST LINE OF LOT 3, 101.39 FEET; THENCE NORTH 89°48'50" EAST, 160.12 FEET TO SAID WEST RIGHT-OF-WAY LINE OF NORTH 28TH AVENUE; THENCE SOUTH 00°38'47" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF NORTH 28TH AVENUE, 200.57 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF HILLTOP AVENUE AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 32,250 SQUARE FEET, 0.809 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WALKABOUT PROPERTIES LLC, OWNER OF SAID PARCEL.

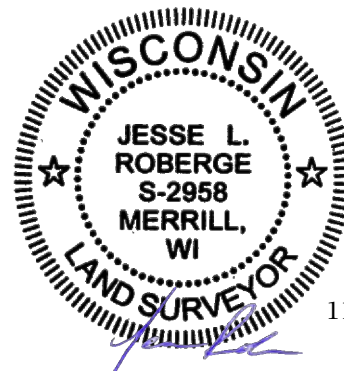
THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL.

DATED THIS 1ST DAY OF NOVEMBER, 2023

REI
JESSE L. ROBERGE
WI P.L.S. S-2958



11/01/2023

I, _____
ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL, DO
HEREBY CERTIFY THAT THE ATTACHED CERTIFIED
SURVEY MAP HAS BEEN REVIEWED AND THERE ARE NO
OBJECTIONS TO RECORDING THIS CERTIFIED SURVEY IN
THE REGISTER OF DEEDS OFFICE.

DATE _____

WARRANTY DEED

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
04-21-2023 at 11:28 AM
DEAN J. STRATZ, REGISTER OF DEEDS
DOC#: **1880223**
Pages: 2
Transfer Fee: \$1350.00

*This document has been electronically recorded
and returned to: CSC eRecording*

This deed, made between **Richard J. Rausch Jr., Barbara K. Rausch and Lynn Klinkert**, Grantor,

and

Walkabout Properties, LLC, a Wisconsin Limited Liability Company, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration conveys to Grantee the following described real estate in Marathon County, State of Wisconsin:

As Described in Attached Addendum/Exhibit A

This is not homestead property.

Return to:
Walkabout Properties, LLC
1815 Stewart Avenue
Wausau, WI 54401
File No. 232221

Together with all and singular the hereditaments and appurtenances thereunto belonging; And the said grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except exceptions, reservations, easements and restrictions of record, and will warrant and defend the same.

Dated this 21st day of April, 2023.

Richard J. Rausch Jr.
Richard J. Rausch Jr.

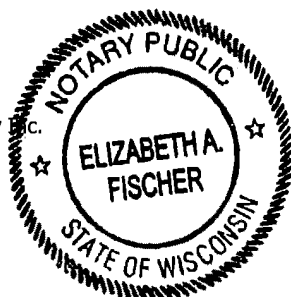
Lynn Klinkert
Lynn Klinkert

Barbara K. Rausch
Barbara K. Rausch

State of Wisconsin)
Marathon County) S.S.

Personally came before me this 21st day of April, 2023, the above named **Richard J. Rausch Jr., Barbara K. Rausch and Lynn Klinkert** to me known to be the person(s) who executed the foregoing instrument and hereby acknowledge the same.

This instrument drafted by:
Michael S. Brandner
Gowey Abstract & Title Company Inc.



Elizabeth A. Fischer
* Elizabeth A. Fischer
Notary Public, State of Wisconsin
My Commission Expires: 10/15/26

GOWEY Abstract & Title Company, Inc.

(800) 673-8710 • www.goweytitle.com

File Number: **232221**

ADDENDUM/EXHIBIT A

Parcel 1:

That part of the South One-half of the Southeast Quarter of the Northeast Quarter (S1/2-SE1/4-NE1/4), Section Twenty-eight (28), Township Twenty-nine (29) North, Range Seven (7) East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at a point on the East line of said 20 acres 100 feet North of the Southeast corner thereof; thence continuing North on and along said East line 100 feet; thence West on a line parallel to South line of said 20 acres, 140 feet; thence South on a line parallel with the East line of said 20 acres, 100 feet; thence East 140 feet to the Place of Beginning; **AND**

Those parts of the South One-half of the Southeast Quarter of the Northeast Quarter (S1/2-SE1/4-NE1/4), Section Twenty-eight (28), Township Twenty-nine (29) North, Range Seven (7) East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at a point 100 feet North and 140 feet West of the Southeast corner of said 20 acres, said point being the Southwest corner of that parcel of land described in Deed recorded in Volume 405 of Deeds on Page 52; thence North on a line parallel with the East line of said 20, 100 feet; thence West on a line parallel with the South line of said 20, 50 feet; thence South on a line parallel with the East line of said 20, 100 feet; thence East on a line parallel with the South line of said 20, 50 feet to the Place of Beginning; **EXCEPT** any part deeded for street purposes.

For Informational Purposes Only, the above described lands are designated with the following:

Tax ID Number(s): 291-2907-281-0998

Property Address(s): 406 North 28th Avenue
Wausau, WI 54401

Parcel 2:

That part of the South One-half of the Southeast Quarter of the Northeast Quarter (S1/2-SE1/4-NE1/4), Section Twenty-eight (28), Township Twenty-nine (29) North, Range Seven (7) East, Town of Stettin, Marathon County, Wisconsin, described as follows:

Beginning at the Southeast corner of said parcel and thence proceeding West 25 feet and North 200 feet to a Point of Beginning; from said Point of Beginning proceed West along a line parallel to the South line of said section, 165 feet; thence proceed North on a line parallel to the East line of said section, 120 feet; thence East along a line parallel to the South line of said section, 165 feet; thence South 120 feet to the Place of Beginning; **EXCEPT** any part deeded for street purposes.

For Informational Purposes Only, the above described lands are designated with the following:

Tax ID Number(s): 076-2907-281-0990

Property Address(s): Vacant Land on North 28th Avenue
Wausau, WI 54401

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

ORDINANCE OF THE PLAN COMMISSION

Amending: Wausau Municipal Code § 23.02.51 – (NMU) Neighborhood Mixed Use Zoning District; Wausau Municipal Code § 23.02.52 – (SO) Suburban Office Zoning District; Wausau Municipal Code § 23.02.53 – (SMU) Suburban Mixed-Use Zoning District; Wausau Municipal Code § 23.02.54 – (UMU) Urban Mixed-Use Zoning District; Wausau Municipal Code § 23.02.55 – (DPMU) Downtown Periphery Mixed-Use Zoning District; Wausau Municipal Code § 23.02.56 – (DHMU) Downtown Historic Mixed-Use Zoning District; Wausau Municipal Code § 23.02.57 – (DRMU) Downtown High-Rise Mixed-Use Zoning District; Wausau Municipal Code § 23.02.60 – (LI) Light Industrial Zoning District; Wausau Municipal Code § 23.02.61 – (MI) Medium Industrial Zoning District; Wausau Municipal Code § 23.02.62 – (HI) Heavy Industrial Zoning District; Wausau Municipal Code § 23.03.05 – Table of land uses; Wausau Municipal Code § 23.03.10 – Commercial land uses; Wausau Municipal Code § 23.03.28 - Accessory land uses and structures; Wausau Municipal Code § 23.06.20 – Exterior lighting standards; Wausau Municipal Code § 23.09.05 – Definitions and rules related to sign groups, sign categories, and sign types; Wausau Municipal Code § 23.09.11 – permitted sign uses.

Committee Action: Approved 7-0

Ordinance Number: 61-4057-730

Fiscal Impact: None

File Number: 24-0116

Date Introduced: January 23, 2024

WHEREAS, the zoning code required updates due to conflicts, duplications, and clarification issues; and

WHEREAS, honeybee restrictions are now codified under Wausau Muni Code § 8.08.011; and

WHEREAS, commercial animal daycare/boarding and outdoor display changed uses from permitted to conditional in several districts; and

WHEREAS, bed and breakfasts were added as permitted uses in certain districts; and

WHEREAS, staff will now be permitted to review dual post sign instead of the plan commission; and

WHEREAS, ornamental roof signs are now permitted under certain circumstances in certain districts; and

WHEREAS, certain accessory conditional uses in the Downtown district were removed.

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

Add (xxxxx)

Delete (~~xxxxx~~)

Section 1. That Wausau Municipal Code § 23.02.51 – (NMU) Neighborhood Mixed Use Zoning District, is hereby amended as follows:

23.02.51 – (NMU) Neighborhood Mixed Use Zoning District.

...

(2) *Principal uses permitted by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Single family dwelling unit (15,000 square feet).
- (b) Single family dwelling unit (10,000 square feet).
- (c) Single family dwelling unit (7,000 square feet).
- (d) Single family dwelling unit (4,000 square feet).
- (e) Single family living arrangement.
- (f) Twin house (9,600 square feet).
- (g) Two-flat (7,000 square feet).
- (h) Townhouse (two to four units per building).
- (i) Apartments with limited commercial.
- (j) Mixed-use building.
- (k) Live/work unit.
- (l) Office.
- (m) Personal or professional service.
- (n) Indoor sales or service.
- ~~(o) Commercial animal boarding/daycare.~~
- ~~(p)~~ Bed and breakfast.
- ~~(q)~~ Indoor maintenance service.
- ~~(r)~~ Indoor institutional.
- ~~(s)~~ Outdoor open space institutional.
- ~~(t)~~ Passive outdoor recreation.
- ~~(u)~~ Active outdoor recreation.
- ~~(v)~~ Essential services.
- ~~(w)~~ Community living arrangement (one to eight residents) meeting the requirements of section 23.03.12(7).
- ~~(x)~~ Cultivation.
- ~~(y)~~ Community garden.

(3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Duplex (9,600 square feet).
- (b) Multiplex (three to four units per building).
- (c) Apartment (three to four units per building).
- (d) Boarding house living arrangement.
- (e) Artisan Production Shop.
- (f) Physical Activity Studio.
- (g) Commercial Kitchen.
- (h) Restaurants, taverns, and indoor commercial entertainment.
- (i) Outdoor commercial entertainment.
- (j) Drive-through and in-vehicle sales or service.
- (k) Group daycare center.
- (l) Commercial animal boarding/daycare.**
- ~~(m)~~ Vacation rental home.
- ~~(n)~~ Large scale public service and utilities.
- ~~(o)~~ Off-site parking lot.
- ~~(p)~~ Off-site structured parking.
- ~~(q)~~ Communication tower.

...

Section 2. That Wausau Municipal Code § 23.02.52 – (SO) Suburban Office Zoning District, is hereby amended as follows:

23.02.52 – (SO) Suburban Office Zoning District.

...

(2) *Principal uses permitted by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Single family living arrangement.
- (b) Mixed-use building.
- (c) Office.
- (d) Personal or professional service.
- (e) Indoor sales or service.
- ~~(f) Outdoor display.~~
- (gf) Artisan production shop.
- ~~(hg)~~ Restaurants, taverns, and indoor commercial entertainment.
- ~~(ih)~~ Drive-through and in-vehicle sales or service.
- (ji) Group daycare center.
- ~~(k) Commercial animal boarding/daycare.~~
- (lj) Indoor maintenance service.
- ~~(mk)~~ Indoor institutional.
- (nl) Outdoor open space institutional.
- ~~(om)~~ Passive outdoor recreation.
- ~~(pn)~~ Active outdoor recreation.
- (qo) Essential services.

(3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Outdoor display.
- ~~(ab)~~ Physical activity studio.
- ~~(bc)~~ Commercial kitchen.
- ~~(ed)~~ Outdoor commercial entertainment.
- (e) Commercial animal boarding/daycare.
- ~~(df)~~ Commercial indoor lodging.
- ~~(eg)~~ Water-related recreation.
- ~~(fh)~~ Community living arrangement (nine to 15 residents) meeting the requirements of section 23.03.12(8).
- ~~(gi)~~ Community living arrangement (16+ residents) meeting the requirements of section 23.03.12(9).
- ~~(hj)~~ Transit center.
- ~~(ik)~~ Off-site parking lot.
- (jl) Off-site structured parking.
- ~~(km)~~ Communication tower.
- ~~(ln)~~ Cultivation.
- ~~(mo)~~ Community garden.
- ~~(np)~~ Market garden.

...

Section 3. That Wausau Municipal Code § 23.02.53 – (SMU) Suburban Mixed-Use Zoning District, is hereby amended as follows:

23.02.53 – (SMU) Suburban Mixed-Use Zoning District.

...

(2) *Principal uses permitted by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Single family living arrangement.
- (b) Apartments with limited commercial.
- (c) Mixed-use building.
- (d) Live/work unit.
- (e) Office.
- (f) Personal or professional service.
- (g) Indoor sales or service.
- ~~(h) Outdoor display.~~
- (**h**) Artisan production shop.
- (**j**) Physical activity studio.
- (**k**) Commercial kitchen.
- (**k**) Restaurants, taverns, and indoor commercial entertainment.
- (**m**) Drive-through and in-vehicle sales or service.
- (**m**) Group daycare center.
- ~~(o) Commercial animal boarding/daycare.~~
- (**p**) Indoor maintenance service.
- (**q**) Indoor institutional.
- (**r**) Outdoor open space institutional.
- (**s**) Passive outdoor recreation.
- (**t**) Active outdoor recreation.
- (**u**) Essential services.
- (**v**) Community living arrangement (one to eighty residents) meeting the requirements of section 23.03.12(7).
- (**w**) Bed and breakfast.

(3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (**a**) Outdoor display.
- ~~(b)~~ Outdoor commercial entertainment.
- (**c**) Commercial animal boarding/daycare.
- ~~(b)~~ Commercial indoor lodging.
- ~~(e)~~ Vehicle sales.
- ~~(d)~~ Vehicle service and repair.
- (**e**) Water-related recreation.
- (**h**) Large scale public services and utilities.
- (**g**) Community living arrangement (nine to 15 residents) meeting the requirements of section 23.03.12(8).
- (**h**) Community living arrangement (16+ residents) meeting the requirements of section 23.03.12(9).
- ~~(k)~~ Transit center.
- (**j**) Off-site parking lot.
- (**k**) Off-site structured parking.
- (**h**) Communication tower.
- ~~(m)~~ Cultivation.

(np) Community garden.

(oq) Market garden.

...

Section 4. That Wausau Municipal Code § 23.02.54 – (UMU) *Urban Mixed-Use Zoning District*, is hereby amended as follows:

23.02.54 – (UMU) Urban Mixed-Use Zoning District.

...

(2) *Principal uses permitted by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

(a) Existing single-family or two-family land use (as of the adoption of this Code).

(b) Townhouse two to four units.

(c) Townhouse five to eight units.

(d) Multiplex three to four units.

(e) Multiplex five to eight units.

(f) Apartments three to four units.

(g) Apartments five to eight units.

(h) Apartments nine to 12 units.

(i) Apartments 13 to 16 units.

(j) Apartments 17 to 20 units.

(k) Single family living arrangement.

(l) Apartments with limited commercial.

(m) Mixed-use building.

(n) Live/work unit.

(o) Office.

(p) Personal or professional service.

(q) Indoor sales or service.

~~(r) Outdoor display.~~

(sr) Artisan production shop.

(ts) Physical activity studio.

~~(u)~~ Commercial kitchen.

(vu) Restaurants, taverns, and indoor commercial entertainment.

~~(wv)~~ Drive-through and in-vehicle sales or service.

~~(xw)~~ Group daycare center.

(yx) Indoor maintenance service.

(zy) Water-related recreation.

(aaz) Indoor institutional.

~~(bbaa)~~ Outdoor open space institutional.

~~(eebb)~~ Passive outdoor recreation.

~~(ddcc)~~ Active outdoor recreation.

~~(eedd)~~ Essential services.

~~(ffee)~~ Community living arrangement (one to eight residents) meeting the requirements of section 23.03.12 (7). ~~(gg) Bed and Breakfast.~~

(gfff) Bed and breakfast.

(3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.

(a) Apartments 21 to 36 units.

(b) Roommate living arrangement (four+ units).

- (c) Boarding house living arrangement.
- (d) Outdoor display.
- (de) Outdoor commercial entertainment.
- (f) Commercial animal boarding/daycare.
- (eg) Commercial indoor lodging.
- (fh) Vehicle sales.
- (gi) Vehicle service and repair.
- (hj) Community living arrangement (nine to 15 residents) meeting the requirements of section 23.03.12(8).
- (ik) Community living arrangement (16+ residents) meeting the requirements of section 23.03.12(9).
- (jl) Institutional residential (assisted living).
- (km) Production greenhouse.
- (ln) Indoor food cultivation and farming.
- (mo) Transit center.
- (np) Off-site parking lot.
- (eq) Off-site structured parking.
- (pr) Communication tower.
- (qs) Cultivation.
- (rt) Community garden.
- (su) Market garden.

...

Section 5. That Wausau Municipal Code § 23.02.55 – (DPMU) Downtown Periphery Mixed-Use Zoning District, is hereby amended as follows:

23.02.55 – (DPMU) Downtown Periphery Mixed-Use Zoning District.

...

(2) *Principal uses permitted by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Apartments nine to 12 units.
- (b) Apartments 13 to 16 units.
- (c) Apartments 17 to 20 units.
- (d) Apartments 21 to 36 units.
- (e) Apartments 37+ units.
- (f) Single family living arrangement.
- (g) Apartments with limited commercial.
- (h) Mixed-use building.
- (i) Live/work unit.
- (j) Office.
- (k) Personal or professional service.
- (l) Indoor sales or service.
- ~~(m) Outdoor display.~~
- (nm) Artisan production shop.
- (on) Physical activity studio.
- (po) Commercial kitchen.
- (qp) Restaurants, taverns, and indoor commercial entertainment.
- (rq) Group daycare center.

- (sr) Indoor maintenance service.
- (ts) Indoor institutional.
- (ut) Outdoor open space institutional.
- (vu) Passive outdoor recreation.
- (wv) Active outdoor recreation.
- (xw) Essential services.
- (yx) Community living arrangement (one to eight residents) meeting the requirements of section 23.03.12 (7).
- (zy) Bed and breakfast.

(3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Roommate living arrangement (four+ units).
- (b) Boarding house living arrangement.
- (c) Outdoor commercial entertainment.
- (d) Drive-through and in-vehicle sales or services.
- (e) Commercial animal boarding/daycare.
- (ef) Commercial indoor lodging.
- (fg) Water-related recreation.
- (gh) Community living arrangement (nine to 15 residents) meeting the requirements of section 23.03.12(8).
- (hi) Community living arrangement (16+ residents) meeting the requirements of section 23.03.12(9).
- (ij) Institutional residential (assisted living).
- (jk) Transit center.
- (kl) Off-site parking lot.
- (lm) Off-site structured parking.
- (mn) Communication tower.
- (no) Cultivation.
- (op) Community garden.
- (pq) Market garden.

...

//

//

Section 6. That Wausau Municipal Code § 23.02.56 – (DHMU) *Downtown Historic Mixed-Use Zoning District*, is hereby amended as follows:

23.02.56 – (DHMU) Downtown Historic Mixed-Use Zoning District.

...

(2) *Principal uses permitted by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Single family living arrangement.
- (b) Apartments with limited commercial.
- (c) Mixed-use building.

- (d) Live/work unit.
- (e) Office.
- (f) Personal or professional service.
- (g) Indoor sales or service.
- ~~(h) Outdoor display.~~
- ~~(ih)~~ Artisan production shop.
- ~~(ji)~~ Physical activity studio.
- ~~(kj)~~ Commercial kitchen.
- ~~(hk)~~ Restaurants, taverns, and indoor commercial entertainment.
- (l) Bed and breakfast.**
- (m) Indoor maintenance service.
- (n) Indoor institutional.
- (o) Outdoor open space institutional.
- (p) Passive outdoor recreation.
- (q) Active outdoor recreation.
- (r) Essential services.

(3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Roommate living arrangement (four+ units).
- (b) Boarding house living arrangement.
- (c) Outdoor Commercial entertainment.
- (d) Group daycare center.
- (e) Commercial animal boarding/daycare.**
- ~~(ef)~~ Commercial indoor lodging.
- ~~(fg)~~ Water-related recreation.
- ~~(gh)~~ Transit center.
- ~~(hi)~~ Off-site parking lot.
- ~~(ij)~~ Off-site structured parking.
- ~~(jk)~~ Communication tower.
- ~~(kl)~~ Cultivation.
- ~~(lm)~~ Community garden.
- ~~(mn)~~ Market garden.

...

//

//

Section 7. That Wausau Municipal Code § 23.02.57 – (DRMU) *Downtown High-Rise Mixed-Use Zoning District*, is hereby amended as follows:

23.02.57 – (DRMU) Downtown High-Rise Mixed-Use Zoning District.

...

(2) *Principal uses permitted by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Single family living arrangement.
- (b) Apartments with limited commercial.
- (c) Mixed-use building.

- (d) Live/work unit.
- (e) Office.
- (f) Personal or professional service.
- (g) Indoor sales or service.
- ~~(h) Outdoor display.~~
- ~~(ih)~~ Artisan production shop.
- ~~(ji)~~ Physical activity studio.
- ~~(kj)~~ Commercial kitchen.
- ~~(lk)~~ Restaurants, taverns, and indoor commercial entertainment.
- ~~(ml)~~ Indoor maintenance service.
- ~~(nm)~~ Indoor institutional.
- ~~(on)~~ Outdoor open space institutional.
- ~~(po)~~ Passive outdoor recreation.
- ~~(qp)~~ Active outdoor recreation.
- ~~(rq)~~ Essential services.

(3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Apartments 21 to 36 units.
- (b) Apartments 37+ units.
- (c) Roommate arrangement (four+ units)
- (d) Outdoor commercial entertainment.
- (e) Drive-through and in-vehicle sales or service.
- (f) Group daycare center.
- (g) Commercial animal boarding/daycare.**
- ~~(gh)~~ Commercial indoor lodging.
- ~~(hi)~~ Water-related recreation.
- ~~(ij)~~ Transit center.
- ~~(jk)~~ Off-site parking lot.
- ~~(kl)~~ Off-site structured parking.
- ~~(lm)~~ Communication tower.
- ~~(mn)~~ Cultivation.
- ~~(no)~~ Community garden.
- ~~(op)~~ Market garden.

...

//

Section 8. That Wausau Municipal Code § 23.02.60 – *(LI) Light Industrial Zoning District*, is hereby amended as follows:

23.02.60 – (LI) Light Industrial Zoning District.

...

(3) *Principal uses permitted as conditional use.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Commercial animal boarding/daycare.**
- ~~(ab)~~ Vehicle service and repair.
- ~~(bc)~~ Large scale public services and utilities.

- (ed) Production greenhouse.
- (de) Indoor food production and processing.
- (ef) Personal storage facility.
- (fg) Transit center.
- (gh) Distribution center.
- (hi) Off-Site Parking Lot.
- (ij) Off-site structured parking.
- (jk) Communication tower.
- (kl) Cultivation.
- (lm) Community garden.

...

Section 9. That Wausau Municipal Code § 23.02.61 – *(MI) Medium Industrial Zoning District*, is hereby amended as follows:

23.02.61 – (MI) Medium Industrial Zoning District.

...

(3) *Principal uses permitted by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Office.
- (b) Personal or professional service.
- (c) Outdoor display
- (d) Artisan production shop.
- (e) Commercial kitchen.
- (f) Indoor maintenance service.
- (g) Commercial animal boarding/daycare.
- (gh) Vehicle service and repair.
- (hi) Outdoor open space institutional.
- (ij) Passive outdoor recreation.
- (jk) Essential services.
- (kl) Light industrial.
- (lm) Indoor storage and wholesaling.

...

//

Section 10. That Wausau Municipal Code § 23.02.62 – *(HI) Heavy Industrial Zoning District*, is hereby amended as follows:

23.02.62 – (HI) Heavy Industrial Zoning District.

...

(3) *Principal uses permitted as by right.* Refer to article III for detailed definitions and requirements for each of the following land uses.

- (a) Office.
- (b) Personal or professional service.
- (c) Outdoor display.

- (d) Artisan production shop.
- (e) Commercial kitchen.
- (f) Commercial animal boarding/daycare.
- (fg) Indoor maintenance service.
- (gh) Outdoor maintenance service.
- (hi) Vehicle service and repair.
- (ij) Outdoor open space institutional.
- (jk) Passive outdoor recreation.
- (kl) Essential services.
- (lm) Light industrial.
- (mn) Heavy industrial.
- (no) Production greenhouse.
- (op) Indoor food production and processing.
- (pq) Indoor storage and wholesaling.
- (qr) Outdoor storage and wholesaling.
- (rs) Distribution center.

...

Section 11. That Wausau Municipal Code § 23.03.05 – *Table of land uses*, is hereby amended as follows:

23.03.05 – Table of land uses.

The Table of Land Uses on the following pages is provided as a convenience for the City and the general public. Where there are conflicts between the text of this title and the Table of Land Uses, the text shall prevail.

...	Neighborhood Mixed Use (NMU)	Suburban Office (SO)	Suburban Mixed Use (SMU)	Urban Mixed Use (UMU)	Downtown Periphery Mixed Use (DPMU)	Downtown Historic Mixed Use (DHMU)	Downtown High-Rise Mixed Use (DRMU)	...	Light Industrial (LI)	Medium Industrial (MI)	Heavy Industrial (HI)	...	Land Uses Permitted: Refer to the detailed definitions and requirements listed for each land use on the following pages. P: By Right C: By Conditional use permit P/C: Refer to specific requirements for that land use to determine if a Conditional use permit is required
...	...	...	...	...	...	...	...	...	...	...	...	...	...
...	...	...	...	...	...	...	...	...	...	...	...	...	Commercial Land Uses (§ 23.03.10)*
...	...	...	...	...	...	...	...	...	...	...	...	...	...
...	...	PC	PC	PC	PC	PC	PC	...	P	P	P	...	Outdoor Display
...	...	...	...	...	...	...	...	...	...	...	...	...	...
...	PC	PC	PC	PC	C	C	C	...	C	P	P	...	Commercial Animal Boarding/Daycare

	P		P	P	P	P							Bed and Breakfast
...	...	...	...	...	...	...	...	...	...	...	...	...	...
* Projects that involve three or more principal building, a single building footprint of 50,000 square feet or more, and/or 24 or more multi-family units are considered group and/or large developments. Such developments require a conditional use permit regardless of whether individual uses are permitted by right within the applicable zoning district. See section 23.06.02 for requirements and exceptions.													
...	...	...	...	...	...	...	...	...	...	...	...	...	...

Section 12. That Wausau Municipal Code § 23.03.10 – *Commercial land uses*, is hereby amended as follows:

23.03.10 – Commercial land uses.

...

(4) *Outdoor display*: Land uses where the sale and display of merchandise or equipment is conducted outside of an enclosed building on more than a temporary basis. Examples include, but are not limited to, outdoor garden centers, outdoor recreation equipment sales, monument sales, flea markets, and manufactured and mobile housing sales. If the permanent Outdoor Display area is less than ~~one~~ **five** percent of the indoor building floor area and is secondary to an Indoor Sales or Service use, such use shall instead be considered Incidental Outdoor Display under section 23.03.28(17). Outdoor Display on a temporary basis shall be regulated by Temporary Outdoor Sales under section 23.03.30(2).

...

Section 13. That Wausau Municipal Code § 23.03.28 - *Accessory land uses and structures*, is hereby amended as follows:

23.03.28 – Accessory land uses and structures.

(1) *Minor accessory structures and obstructions*: Structures are those features that are generally less than 16 feet in **height** ~~high~~ and less than 120 ~~sf~~ **square foot** in area and which, in the opinion of the Zoning Administrator, are similar in size, character and function to those listed. Obstructions are those features that are integral to or otherwise permanently attached to the principal structure. Other integral or attached features, which in the opinion ~~on~~ **of** the Zoning Administrator are not similar to those listed in this table, shall comply with the principal building setbacks.

Regulations:

- All items must stay out of the vision triangle.
- There are no screening or design requirements for Minor Accessory Structures.
- The Zoning Administrator, Building Official, and Fire Marshall may alter any of these standards and/or impose additional requirements as necessary to achieve compliance with other codes and/or to protect the health and safety of persons on the subject property or adjoining properties.

Minor Accessory Structures Permitted in Required Yard Setbacks				
Minor Accessory Structures and	Front	Side	Rear	Limitations

Obstructions	Setbacks	Setbacks	Setbacks	
Structures				
...	...	...	...	...
Seasonal Decorations	✓	✓	✓	Not displayed longer than 90 days.
...	...	...	...	...

- (2) *Detached accessory building*: Detached buildings accessory to a residential use including but not limited to buildings used to shelter parked passenger vehicles (including garages) and workshops, greenhouses, boathouses, and pool houses.

Regulations

(a) One total detached accessory building shall be permitted by right. Attached garages shall not count toward this total.

1. A conditional use permit (section 23.10.32) shall be required for any additional detached accessory building beyond one.

(b) ~~A combined total of 1,200 square feet of gross floor area of all detached accessory building on the property is permitted by right. For lots larger than one acre, the maximum permitted combined total of gross floor area of all detached accessory building on the property shall be increased by one square foot for every 100 square feet of lot area over one acre. In no instance shall the detached accessory building area exceed the ground floor area of the principal building used for residence. An individual detached accessory building shall not exceed 900 square feet of gross floor area. If additional square footage is necessary, then approval from the Building Advisory Board must be obtained in accordance with WMC title 15.~~ Total of all garage area, attached and/or detached for dwellings containing less than 3,200 square feet of total floor area shall not exceed 900 square feet.

(c) Total of all garage areas, attached and/or detached for dwellings containing 3,200 square feet or more of total floor area shall not exceed 1,200 square feet.

(d) Total area of detached garages shall not exceed 900 square feet.

(ee) See article II for detached accessory building maximum building heights.

(df) Detached accessory buildings are permitted in the rear yard and side yards only. (Detached garages are not permitted in waterfront yards.)

The construction of said garages must be architecturally compatible with that of the principal building. Private garages in excess of the above mentioned square footage may be constructed with prior approval of the Building Advisory Board.

...

- (8) *Residential apiary*: The assembly of one of more colonies of honey bees on a single residential lot.

(a) Hives may be located only on lots with an occupied residential dwelling unit.

(b) See Wausau City Code of Ordinances § 8.08.011 for additional regulations and requirements.

(b) ~~No more than six hives shall be located on a lot.~~

(c) ~~No hive shall exceed 20 cubic feet in volume.~~

(d) ~~No hive shall be located closer than three feet from any property line.~~

(e) ~~No hive shall be located closer than ten feet from a public sidewalk or 25 feet from a principal building on an abutting lot.~~

(f) ~~A constant supply of water shall be provided for all hives.~~

~~(g) A flyway barrier at least six feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of a wall, fence, dense vegetation or a combination thereof and it shall be positioned to transect both legs of a triangle extending from an apex at the hive to each end point of the part of the property line to be shielded.~~

~~(h) The owner, operator, or tenant shall obtain a conditional use permit from the City.~~

~~(i) Honey bee colonies shall be kept in hives with removable frames, which frames shall be kept in sound and usable condition.~~

~~(j) Hives shall be continuously managed to provide adequate living space for their resident honey bees in order to control swarming.~~

~~(k) In any instance in which a colony exhibits unusual aggressive behavior (such as such as stinging without provocation or attacking without provocation), it shall be the duty of the beekeeper to promptly implement appropriate actions to address the behavior. If requeening is required, queens shall be selected from European stock bred for gentleness and non-swarming characteristics.~~

~~(l) Fruit trees and other flowering trees located on the site of an apiary shall not be sprayed, while in full bloom, with any substance which is injurious to honey bees.~~

...

//

Section 14. That Wausau Municipal Code § 23.06.20 – *Exterior lighting standards*, is hereby amended as follows:

23.06.20 – Exterior lighting standards.

...

(5) *Exterior lighting requirements.*

...

(d) Fixtures and luminaries.

1. Outdoor lighting shall be full cut-off fixtures and downward facing and no direct light shall transmit onto adjacent properties.

a. Exempt from this requirement are decorative light fixtures with frosted glass lamps, and any fixtures using a light bulb with a factory-rated light output of 1,700 lumens or less, including 100-watt incandescent bulbs and 100-watt-equivalent compact florescent bulbs.

b. Exempt from this requirement are intensive outdoor recreation uses.

...

Section 15. That Wausau Municipal Code § 23.09.05 – *Definitions and rules related to sign groups, sign categories, and sign types*, is hereby amended as follows:

23.09.05 – Definitions and rules related to sign groups, sign categories, and sign types.

This section provides the definitions and rules related to various sign groups, sign categories, and sign types.

Figures 23.09.11a through 23.09.11d provide the regulations for these signs applicable to each zoning district. Any sign type not addressed by this title shall be construed to be prohibited.

Definitions and rules related to the permanent business signs group:

- (1) *Permanent business sign.* A permanent sign which directs attention to a business, commodity, service, or entertainment conducted, sold, offered, or manufactured upon the site where the sign is located.
- Permanent business signs* in a sign group containing various sign categories and sign types that a business is eligible to use. Permanent business signs include the following sign categories: freestanding signs, on-building signs, pedestrian signs, and daily notice signs. See Figure 23.09.11a for additional rules for permanent business signs related to zoning districts.

(a) *Freestanding sign category.* A sign permanently...

...

- (b) *On-building sign category.* A type of sign permanently affixed to an outside wall of a building. The following on-building sign types are addressed by this title:

...

6. *Ornamental roof sign.* Signs mounted on an ornamental roof or other similar projections where the total projection into the public airspace does not exceed eighteen (18) inches.
- a. The top edge of the sign shall not extend above the top edge of the vertical exterior wall or above the lowest edge of a roof line of the portion of the building to which it is mount.

...

Section 16. That Wausau Municipal Code § 23.09.11 – *Permitted sign rules*, is hereby amended as follows:

23.09.11 – Permitted sign rules.

- (1) Signs shall be allowed on private property in the City in accordance with Figures 23.09.11a through 23.09.11d, which address permitted signage as it relates to permits, quantity, area, location, lighting, and zoning districts. The requirements set forth in Figures 23.09.11a through 23.09.11d shall be declared to be part of this title.
- (a) The rules for permanent business signs are located in Figure 23.09.11a.

Figure 23.09.11a: Permanent Business Sign Group ²							Sign Area and Height Maximums for Zoning Districts:				. . .
. . .											
Sign Categories and Sign Types	Sign Permit Required and Approver	Number of Signs Allowed	Sign Locations Allowed	Sign Face Materials Allowed	Sign Lighting Allowed	Sign Area Formula	1 and 2 Family Residential	Multi-family Residential	Non-Residential and Mixed Used	Downtown	
							RH-35, SR-2, SR-	TRD-12,	I, NMU, UMU,	DHMU,	

							3, SR-5, SR-7, MH-7, DR-8, TF-10	MRL-12, MRM-20, MRH-50	SO, SMU, DPMU, RP, LI, MI, HI, IOS, IOC, AO, EX	DRMU		
A. Freestanding Sign Category ^{1, 2}											.	
											.	
											.	
1. Monu- ment Sign 1, 2, 4, 6, 11	Same as Wall Sign.	...	...	...	...	...	...	...	...	...		
2. Dual- Post Sign 1, 2, 4, 11	Yes: For each new sign. P.C. approval. Same as Wall Sign.											
3. Pylon Sign ^{2, 6}	Yes: For each new sign. P.SC. approval.						...					
B. On-Building Sign Category ^{1, 2} Note: All On-Building Signs on the same building façade must be the same Type of Sign (1-5), below.												
...												
6. Ornamental Roof Sign ^{1, 2, 8}	Yes: For each new sign. City Staff Approval	1 sign per exterior wall not abutting residential use or zoning district, plus one sign per customer entry ³	Sign shall not extend above parapet or fascia. Minimum overhang rules. Sign may not project within 2	Durable, all-weather materials in all districts.	Goosenec k.	1 sf of sign area per 1 ft. of building façade length ^{3, 7}	Not allowed	Per formula			.	
											.	
											.	
											.	

			feet of curb. ^{8,9}							
...										

...

Figure 23.09.11c: Permanent Miscellaneous Sign Group ²		Sign Area and Height Maximums for Zoning Districts				...
Sign Categories and Sign Types	...	1 and 2 Family Residential	Multi-Family Residential	Non-Residential and Mixed-Use	Downtown	
		RH-35, SR-2, SR-3, SR-5, SR-7, MH-7, DR-8, TF-10	TRD-12, MRL-12, MRM-20, MRH-50	I, NMU, UMU, SO, SMU, DPMU, RP, LI, MI, HI, IOS, IOC, AO, EX	DHMU, DRMU	
A. City- Required Sign Category ^{1, 2, 6}						...
...	...	...	...	...	...	
3. On-Site Warning Sign ^{1, 2, 6}	...	6 sf max area 6 ft. max post mounted height 6 ft. max building or fence height				
4. On-Site Directional Sign ^{1, 2, 6, 10}		6 sf max area ¹⁰ 6 ft. max post mounted height 6 ft max building or fence height				
...	...	...	...	...	...	

...

Section 17. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 18. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 19th, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Bruce Bohlken, Andrew Brueggeman, George Bornemann, Dawn Herbst.

Staff Present: William Hebert, Brian Stahl, Tara Alfonso, Brad Lenz, Andrew Lynch, Samantha Kulig

Others Present: Tom Radenz, Tom Killian

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 Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Discussion on amending Section 23.02.51, (NMU) Neighborhood Mixed Use Zoning District; 23.02.52, (SO) Suburban Office Zoning District; 23.02.53, (SMU) Suburban Mixed-Use Zoning District; 23.02.54, (UMU) Urban Mixed-Use Zoning District; 23.02.55, (DPMU) Downtown Periphery Mixed-Use Zoning District; 23.02.56, (DHMU) Downtown Historic Mixed-Use Zoning District; 23.02.57, (DRMU) Downtown High-Rise Mixed-Use Zoning District; 23.02.60, (LI) Light Industrial Zoning District; 23.02.61, (MI) Medium Industrial Zoning District; 23.02.62, (HI) Heavy Industrial Zoning District; 23.02.05, Table of land uses; 23.02.10, Commercial land uses; 23.03.28, Accessory land uses and structures; 23.06.20, Exterior lighting standards; 23.09.05, Definitions and rules related to sign groups, sign categories, and sign type; 23.09.11, Permitted sign rules; and 23.10.31, Zoning map amendment

William Hebert provided a staff update on the amending of Zoning sections in the Wausau Municipal Code. Hebert explained that staff look for conflicts, redundancies, and clarification to the zoning code periodically. Staff propose the following changes: removal of honeybee language under WMC 8.08.011, change detached accessory buildings brought over from building code, change animal daycare and outdoor display to conditional use, review of dual post signs done by staff instead of Plan Commission, change zoning petition to require $\frac{3}{4}$ majority, and removal of accessory conditional use in Downtown district.

Mayor Rosenberg opened the public hearing.

Tom Killian, 133 E Thomas St, stated he disagrees with the recent approved State bill, 2023 Wis. Act 16 created Wis. Stat. § 66.10015(3)(a), which would prohibit supermajority votes after 1/1/2025. Killian explained that he understands that the State bill is already approved and will go into effect on 1/1/2025 but Killian states that we should not implement the change of zoning petition to require $\frac{3}{4}$ majority prior to the effect.

Mayor Rosenberg closed the public comment.

Discussion and possible action on approving the Zoning Sections list above.

Motion by Bohlken to approve all Zoning sections and seconded by Bornemann.

Watson stated that she feels we should also stay in line with the State statutes. Watson continued stating that waiting another year will also provide time for the public to be aware of this upcoming change from the State. Watson motions to amend changing the zoning section by removing the zoning petition to require $\frac{3}{4}$ majority at this time. Herbst seconded the motion to amend.

Bruggemann asked staff if there was any adverse effect in waiting to discuss this zoning section closer to when the state bill goes into effect on 1/1/2025. Hebert stated that there was no particular reason other than Plan Commission receiving an annual review of Zoning sections by staff. Lenz concurred with Hebert and continued explaining that staff will have to remember to bring it back prior to the 1/1/2025. Lenz clarified that the Wisconsin statute is a deadline for municipalities

to enforce that statute – municipalities are able to do it before.

Mayor Rosenberg asked staff if it is appropriate to state the effective date of this zoning section onto this ordinance or if there is some other option to not have to bring this back onto a future meeting.

Tara Alfonso explained that we can prospectively approve something, but staff will either have to remove this particular zoning section in question out of the current ordinance and put it on its own ordinance or staff will have to have to amend this current ordinance by adding an alternate paragraph that “all these provisions are effective by Council the day after publication except for this provision which would be effective on this date.”

Mayor Rosenberg asked Watson if this option be appropriate to the amendment that she is seeking. Watson answered that this is possible. However, Watson questioned that if members review the zoning section annually around December, it’s possible there is a new Council, or even new representatives on Plan Commission, and different comments about this provision. Watson motions to remove this provision out of this current ordinance and bring it back to discussion the next time the members and staff review Zoning sections which will be prior to the effective date of Wisconsin Statute.

Motion to remove the change of zoning petition to require $\frac{3}{4}$ majority out of this ordinance approved unanimously 7-0.

Motion to approve the amendment ordinance approved unanimously 7-0. This amended ordinance will go to Common Council on January 23rd, 2023.



Memorandum

From: William Hebert, Chief Inspector/Zoning Administrator
To: Plan Commission
Date: December 6, 2023
Subject: Zoning Code Amendments

Staff is recommending a few changes to the zoning code. In working through the code over the last few years we found some conflicts, some duplication, and areas that need further clarification or additional text. In addition, there are changes to comply with state legislation.

Some of the proposed changes include:

1. Honey bee language removed; approved by clerk/humane officer under WMC 8.08.011.
2. Changes to detached accessory buildings 23.03.28(2) brought over from building code.
3. Animal daycare – moved several districts from permitted to conditional use.
4. Outdoor display – moved several districts from permitted to conditional use.
5. Signs – Staff review for dual post signs instead of plan commission.
6. Signs – allow ornamental roof signs (allowed in previous zoning code).
7. Zoning petition requiring $\frac{3}{4}$ majority – Remove due to 2023 Wis. Act 16 created Wis. Stat. § 66.10015(3)(a) which would prohibit supermajority votes after 1/1/2025.
8. Remove accessory conditional uses in Downtown district (picnic table, seasonal decorations, etc.).

Plan commission will hold a public hearing on these changes. After the hearing a recommendation will be sent to common council for final approval.

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2024 Comprehensive Fee Schedule).

Committee Action: Approved 5-0

Fiscal Impact: The fiscal impact will be minimal

File Number: 23-1109

Date Introduced: January 23, 2024

RESOLUTION

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010; and approved the 2024 rates; and

WHEREAS, the Finance Committee has reviewed proposed changes to the schedule for the addition of parking permit sales in Lot 6 at the monthly rate of \$38.00

4th & Washington/3rd & McClellan Street - Lot 6				
Parking 7 days per week; 6AM - 2:30AM		0-2 Hours = No charge with Plate Registration	Permit: Monthly = \$38 Annual \$418	Addition
Hours of Operation 8AM-6PM Monday - Friday		Additional hours = \$1.00	0-2 Hours = No charge with Plate Registration	
			Additional hours = \$1.00	

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the fees set forth in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 9, 2024, at 5:30 P.M., Council Chambers

Members Present: Lisa Rasmussen, Doug Diny, Michael Martens, Sarah Watson, and Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Jeremy Kopp, Eric Lindman, Liz Brodek, Tammy Stratz, Kody Hart

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

Discussion and possible action on Fee Schedule Parking Permits Lot 6.

Rasmussen questioned if there will be effective communication between the church entity and the business seeking parking permits to accommodate parking needs based on events happening. There will be a line of communication.

Watson questioned if there would be designated parking spots. In accordance with how other permit parking lots operate, there would not be designated parking spots for Lot 6.

Diny questioned if there was a sunset on this agreement. There is not an agreement, instead the city would open a number of parking permits for sale in this lot and the business would come in to purchase those permits. The city can choose to repeal permit parking on an annual basis should there be a need.

Motion by Diny, seconded by Watson, to approve the sale of 10 parking permits in Lot 6. Motion carried 5-0.



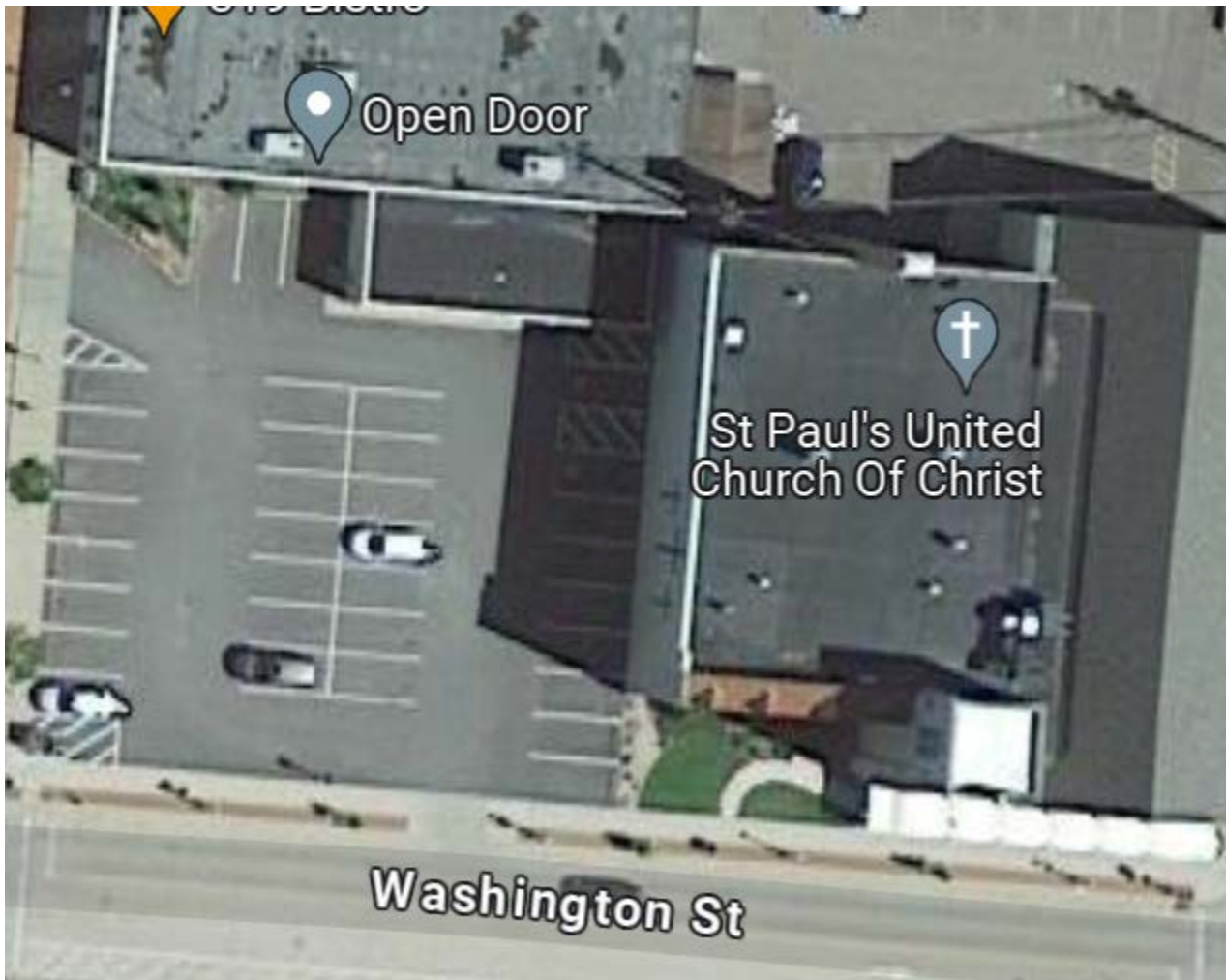
TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: January 5, 2024

RE: Parking Permits in Lot 6

Currently parking in Lot 6 is restricted to hourly parking. We have had a request by Becher Hoppe to sell permits. Our parking lease agreement gives the church sole use for funerals. Any permits would be invalid during these church events. The lot has 39 stalls and the request would be for 10 permitted stalls. The recommended price is \$38





MEMORANDUM

DATE: January 18, 2024
TO: Kody Hart
FROM: Mayor Katie Rosenberg
RE: Re-Appointments to Building Advisory Board

I wish to announce the following re-appointments at the Council Meeting on **Tuesday, 1/22/24**. If you have any questions, please call my office. Please make note to change this on the city website.
Thank you.

BUILDING ADVISORY BOARD

Frank Opatik (Re-appointment - 2)
308 S. 39th Avenue
Wausau, WI 54403
715-845-3601
Term Expires 10/31/25

Buckley (Buck) Birkholz (Re-appointment - 4)*
406 Plumer Street
Wausau, WI 54403
715-845-2427
jeanette@bobs-electric.com
Term Expires 10/31/25

Dave Brandenburg (Re-appointment - 2)
3802 Topaz Drive
Wausau, WI 54403
715-675-3388
Term Expires 10/31/25

Mark Dillman (Re-appointment - 4)*
129 Weston Avenue
Wausau, WI 54403
715-842-7085
MarkDillman@me.com
Term Expires 10/31/25

*WMC 2.60.020 - Terms of office - No person may be appointed to more than two consecutive regular terms as a member of any City board or commission, unless the reappointment is specifically approved by the Common Council.

COMMUNICATION OF CLERK'S APPOINTMENTS

to the Absentee Board of Canvassers for a term expiring December 31, 2025, pursuant to Wisconsin Stats., 7.53(2)(a)1

(This is for informational purposes only - no council action is required)

1.08.060

(a) There shall be a board of absentee ballot canvassers, which board shall be composed of the municipal clerk, or deputy municipal clerk or qualified elector of the municipality designated by the municipal clerk and two other qualified electors of the municipality appointed by the Clerk for a term of two years commencing on January 1 of each odd numbered year. The Clerk may also appoint alternate citizen members in the event a board member is unavailable. The Clerk may assign election inspectors appointed by the municipality under Section 7.30(2)(a) of the Wisconsin Statutes to assist the board of absentee ballot canvassers in canvassing absentee ballots under this section.

Board of Absentee Ballot Canvassers

Municipal Clerk or Deputy Municipal Clerk

Kaitlyn Bernarde	407 Grant Street, Wausau	Term of Office
Kody Hart	407 Grant Street, Wausau	Term of Office

Qualified Elector Member 1

Deb Bouche	306 S 66 th Ave, Wausau	Expires: 12/31/25
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Qualified Elector Member 2

Anne Jacobson	3321 Richards Rd, Wausau	Expires: 12/31/25
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Qualified Elector Alternate

Maryanne Groat	1010 Graves Ave	Expires: 12/31/25
----------------	-----------------	-------------------

Approved:

Kaitlyn Bernarde, City Clerk

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 4-0

Fiscal Impact: None

File Number: 24-0108

Date Introduced: January 23, 2024

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:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its December 18, 2023, meeting, and has made recommendations that are attached hereto in the meeting minutes 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:

Katie Rosenberg, Mayor



PHS Date 12/18/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
186539	9080 - Public Transport Driver New	BLANCHARD, MATTHEW	2101 NEHRING ST WAUSAU WI 54401		NORTHWOODS CAB			Yes		
193572	9080 - Public Transport Driver New	BORCHARDT, CHAD	2211 MORNINGSIDE DR KRONENWETTE R WI 54455		NORTHWOODS CAB	11/28/2023	06/30/2024	No		
186759	9080 - Public Transport Driver New	POTTS, DANIEL	N6198 CLAIRE RD DEERBOORK WI 54424		NORTHWOODS CAB	11/15/2023	06/30/2024	No		
193640	9080 - Public Transport Driver New	SALAWATER, AMANDA	5506 ARBOR COURT WAUSAU WI 54401		NORTHWOODS CAB	12/04/2023	06/30/2024	Yes		
193746	9080 - Public Transport Driver New	SLOVER, WILLIAM	805 CRESKE AVE ROTHSCHILD WI 54474		NORTHWOODS CAB	12/11/2023	06/30/2024	Yes		
186780	9080 - Public Transport Driver New	STANBERY, MARIA	N6198 CLAIRE RD DEERBROOK WI 54424		NORTHWOODS CAB	11/17/2023	06/30/2024	No		

Total Licenses

5

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, December 18, 2023, at 5:00 P.M., Council Chambers

Members Present: Lisa Rasmussen (C), Doug Diny (VC) Becky McElhaney, Chad Henke

Members Excused: Lou Larson

Others Present: Mayor Rosenberg, Matt Barnes, Kraig Kruzan, Tegan Troutner, Tracy Rieger, Kaitlyn Bernarde, Kody Hart

Noting the presence of a quorum, Chairperson Rasmussen called the meeting to order at 5:01 P.M.

Consider approval or denial of various license applications.

Chad Borchardt, Daniel Potts, and Maria Stanbery, applicants for New Public Transport License, did not appear to appeal their denial recommendation. Matthew Blanchard, applicant for New Public Transport License, submitted documentation of rehabilitation to the City Clerk and the Police Chief. The applicant was previously recommended for denial and is now being recommended for approval.

Motion by McElhaney, seconded by Diny, to approve or deny license applications as recommended by staff. Motion carried 4-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

December 18, 2023 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendations – New Public Transport License: Chad J. Borchardt** – This application is recommended for denial due to OWI 3rd conviction in 2010. **Daniel Potts** – This application is recommended for denial due to conviction of felony drug charges including "Possession with intent to deliver". **Maria F. Stanbery** – This application is recommended for denial due to convictions for felony theft, forgery, and methamphetamine possession.
2. **Approval Recommendations on Appeal – New Operator's License: Matthew Blanchard** – This application is recommended for approval after the applicant submitted documentation of rehabilitation to the City Clerk and the Police Chief. The applicant was previously recommended for denial due to the totality of criminal history and convictions of battery, sexual assault, and interference with child custody.

STAFF RECOMMENDATION

Approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Kody Hart, Deputy Clerk

Date of Report: November 17, 2023

(715) 261-6616

RESOLUTION OF THE COMMON COUNCIL

Approving Master Partnership Agreement between the City of Wausau, Wausau Water Works and Community Infrastructure Partners LLC for lead service line replacement and related infrastructure work.

Committee Action: None

Fiscal Impact:

File Number: 23-1215

Date Introduced: December 19, 2023

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:</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</i> <i>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 City desires to augment and expand the capabilities of its Public Works Department to address lead service water lines that exist in the community; and

WHEREAS, a Request for Professional Qualifications to deliver comprehensive community-based delivery system model for lead service line replacement and associated infrastructure work was published; and

WHEREAS, the City reviewed and accepted Community Infrastructure Partners LLC's ("CIP") Statement of Qualifications; and

WHEREAS, the Wausau Water Works, at their meeting of October 17, 2023, discussed and recommended entering into a contract with CIP for lead service line replacement and related infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute an agreement in substantial form with Community Infrastructure Partners LLC for lead service line replacement and associated infrastructure.

Approved:

A handwritten signature in cursive script, reading "Katie Rosenberg". The signature is written in black ink and is positioned above a horizontal line. The line extends across the width of the signature and ends with a large, decorative loop on the right side.

Katie Rosenberg, Mayor



Minutes of October 17, 2023

A meeting of the Wausau Water Works Commission was called to order at 11:30 a.m. in City Hall on Tuesday, October 17th, 2023. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on October 13th, 2023.

Members Present: President Rosenberg, Commissioners Herbst, Robinson, Force, Gehin Others Present: Eric Lindman, Scott Boers, Ben Brooks, Tegan Troutner, James Henderson WebEx: Monica Dvorak, Susan Wojtkiewicz/ Donohue, Sean Agid/ CIP, Shawn Kerachsky/ CIP, Pete Littleton/ CIP.

8) Discussion and Possible Action Approving a Contract with Community Infrastructure Partners (CIP) for Lead Service Line Replacements.

Lindman began this is the contract for LSL 5-year replacement, legal reviewed but had comments to discuss with CIP's Attorney but this is the concept moving forward for this project. If the commission would approve this subject to legal final review discussion and clarification.

Troutner reviewed certain clauses and issues for discussion within the contract that needed to be reviewed and discussed. See YouTube video for Wausau Water Works Commission Meeting 10/17/2023.

Robinson motioned to approve entering a contract with CIP subject to legal review and approval with authorized official signing off on it upon a resolution. Seconded by Herbst.

Motion Carried 5-0.



TO: Wausau Waterworks Commission

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: December 19, 2023

SUBJECT: Community Infrastructure Partners Contract – LSL Replacement Plan

City staff prepared a Request for Qualifications (RFQ) to solicit Statement of Qualifications (SOQ) from qualified firms who have had experience in establishing performance-based contracting and establishing Community Based Public Private Partnerships (CBP3) as a delivery method to complete infrastructure projects. Community Infrastructure Partners (CIP) was the only firm who submitted a State of Qualifications. The SOQ provided by CIP was reviewed and scored by staff and brought to the Board of Public Works (BPW) for consideration to move forward working with CIP to establish a Scope of Work. Staff began working with CIP in August 2023 to draft a Scope of Services, Contract for Services and establish Performance Incentives. The Draft of the Contract and Scope of Services was brought to the Wausau Water Works Commission in October 2023 and approved.

The Contract and Scope of Services included for your review and approval consideration establishes a Master Services Agreement or contract with CIP. The Scope of Services outlines the work to be completed on a year-to-year basis. This Scope of Services establishes the work to be delivered in 2024 based on the funding the City is proposed to receive. Each year the Scope of Work will be amended and brought back to the Commission/Council for approval along with the proposed amount of federal/state funding for Lead Service Line (LSL) Replacement.

Each year funding needs to be requested from the State DNR Environmental Fund Loan Program. This program allows the city to be considered each year for Principal Forgiveness Loans. The 2024 proposed funding to Wausau for private side LSL replacement:

Total = \$5,790,028

Principal forgiveness = \$3,641,078

Subsidized Loan (0.25%) = \$2,148,950

Once the contract is approved, city-wide public outreach will begin. Currently CIP is working to verify the City LSL inventory within the areas proposed for replacements in 2024. Next steps for the funding will be for the Council to approve a resolution accepting the loan funds from the state and closing on those loans before construction is to begin in spring of 2024. Bidding of the project is expected to begin February 2024.

MASTER PARTNERSHIP AGREEMENT
FOR A COMMUNITY-BASED PUBLIC PRIVATE PARTNERSHIP FOR LEAD
SERVICE LINE REPLACEMENT AND RELATED INFRASTRUCTURE WORK
BETWEEN
CITY OF WAUSAU,
WAUSAU WATER WORKS
AND
COMMUNITY INFRASTRUCTURE PARTNERS LLC

November , 2023

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MASTER PARTNERSHIP AGREEMENT

THIS MASTER PARTNERSHIP AGREEMENT (“this Agreement”) is entered into as of _____, 2023 (the “Effective Date”), by and between the CITY OF WAUSAU, a municipal entity created by the state of Wisconsin, and its municipal water authority, WAUSAU WATER WORKS (collectively, “the City”), and COMMUNITY INFRASTRUCTURE PARTNERS LLC, a Delaware limited liability company (the “Manager”). The City or the Manager or both may be referred to herein as a “Party” or the “Parties.”

WITNESSETH

WHEREAS, the City desires to augment and expand the capabilities of its Public Works Department to address lead service water lines that exist in its community;

WHEREAS, in 2023, the Manager responded to a Request for Professional Qualifications to deliver a comprehensive community-based delivery system model for lead service line replacement and associated infrastructure work;

WHEREAS, the City has accepted the Manager’s Statement of Qualifications as implemented by this Agreement;

WHEREAS, the City believes that the community-based public private partnership delivery model (the “Program”) provides significant advantages through (a) performance-based structure that shifts delivery risk from the City to the Manager; (b) resources to focus on accessing private property; (c) access to a large base of skilled subcontractors in the region that can maximize pricing efficiencies by combining economies of scale and increasing competition in the marketplace; and (d) greater construction capacity to manage program scale;

WHEREAS, the Manager and the City have agreed to enter into this Agreement with respect to the planning, design, construction, installation, management, maintenance, repair, replacement and inspection of Projects (hereinafter defined);

WHEREAS, the Parties acknowledge that there are significant opportunities for public benefit in the development, implementation and use of lead service line replacement and associated infrastructure management in and around the City; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do covenant and agree as follows:

ARTICLE I. THIS AGREEMENT

Section 1.1 Purpose. The purpose of this Agreement is to establish the terms and conditions pursuant to which the Manager shall (a) work with the City to develop and agree upon an Annual Plan (as defined below) setting forth the scope of Work (as defined below) to be completed within each such plan, (b) develop community and stakeholder outreach programs to provide access to private property, and (c) create workforce and contractor development

programs to ensure sufficient capacity to replace all lead service lines throughout the City in an accelerated manner.

Section 1.2 Term. The term of this Agreement shall commence on the Effective Date and end on December 31, 2029, unless extended by mutual written agreement of the Parties or terminated earlier pursuant to the terms of this Agreement (the “Term”).

Section 1.3 Entire Agreement. This Agreement, including the schedules attached hereto, (a) constitutes the entire and complete agreement with respect to the Work and the Budgeted Projects (as defined below) and (b) supersedes all prior or contemporaneous understandings, arrangements and commitments, whether oral or written, relating to the subject matter hereof. The descriptions of any such agreements herein, in each and every case, are subject entirely to the actual terms of those agreements as executed.

ARTICLE II. DEFINITIONS AND GENERAL PROVISIONS

Section 2.1 Terms Generally. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation/” except as the context may otherwise require. The words “agree,” “agreement,” “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed” except as the context may otherwise require. The word “or” is not exclusive. The phrase “sole cost and expense,” when used with respect to a cost or expense to be paid by the Manager, means that no portion of the amount payable shall be paid by the City apart from the Project Book Prices (as such term is defined below). Words in the singular number include words in the plural and vice versa unless the context of the usage of such term clearly indicates otherwise.

Section 2.2 Definitions. The following are definitions of certain terms used in this Agreement.

“Acceptance” or “Accepted” means the ultimate acceptance of all of the Work in each Completed Project by the City.

“Affiliate” means, when used with reference to a specified Person, any Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person.

“Agreement” shall have the meaning ascribed to it in the first paragraph of this Agreement, as the same may be amended from time to time in accordance with the terms herein.

“Applicable Laws” means (a) every applicable federal, state or City law, code, rule, constitution, mandate, statute, regulation, Permit, ordinance, municipal charter provision, and (b) any interpretation or administration of any of the foregoing by any Governmental Authority, in each case, which applies to the activities or Parties under this Agreement, whether now or hereafter in effect.

“Application for Payment” shall have the meaning specified in Section 6.5.

“Authorized Representative” means the City’s Authorized Representative and/or the Manager’s Authorized Representative as the context of the usage of such term may require.

“Billing Month” means each calendar month in each Billing Year.

“Billing Year” means a Fiscal Year comprised of twelve (12) calendar months ending on December 31 of a given year, except that (a) the first Billing Year shall commence upon the Effective Date and end on December 31 next thereafter and (b) the last Billing Year shall end concurrently with the end of the Term or, if applicable, on the date of termination of this Agreement.

“Budgeted Project” shall have the meaning set forth in Section 3.1.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday, which is not a legal holiday in the City.

“Certifier” means the person or firm engaged to verify to the City the Manager’s performance of Work in accordance with the requirements of this Agreement.

“Change in Law” means (a) the enactment, adoption, promulgation, modification or repeal, after the Effective Date, of any Applicable Law or any change in interpretation thereof by any Governmental Authority or (b) the imposition, after the Effective Date, of any conditions on the issuance, modification or renewal of any Permit which, in either event, (1) adversely affects the Manager’s performance of the Work or increases the Manager’s costs to perform the Work, (2) adversely affects the City’s ability to perform its obligations hereunder, or (3) imposes requirements on the applicable Party that are more burdensome than the most stringent requirements that (A) are in effect on the Effective Date or (B) have been accepted by the Manager in any applications for Permits.

The enactment into law after the Effective Date of any Applicable Law establishing a fee, charge, levy or assessment, or the increase of same, which was not in effect as of the Effective Date, shall be considered a Change in Law under this Agreement. The enactment into law after the Effective Date of any federal, City or state tax law imposing or changing the rate of income taxation upon the Manager or the owners of the Manager shall not be considered a Change in Law or any other Uncontrollable Circumstance under this Agreement. Changes in local tax law directly affecting the costs or timing of the Work may constitute a Change in Law.

“City Cause” means any material breach, failure, nonperformance or noncompliance by the City with the terms and provisions of this Agreement for any reason (other than Uncontrollable Circumstance or Manager Cause) or any act or omission of any officer, agent, employee, subcontractor or independent contractor of the City (other than the Manager or the Certifier) which, prevents or materially delays, either individually or cumulatively, (i) the City’s performance of its obligations under this Agreement, (ii) the Manager’s performance of its obligations under this Agreement, (iii) prevents or materially delays the Work on the relevant Budgeted Project, (iv) causes a material increase in the Manager’s actual project costs for such Project or (v) deprives the Manager of any of its material rights under this Agreement.

“City Indemnified Parties” shall have the meaning set forth in Section 7.1.

“Change Order” shall have the meaning set forth in Section 5.6.

“Change Order Proposal” shall have the meaning set forth in Section 5.6.

“Compensable Change Order(s)” means a change to the Work, the cost thereof or the schedule for a Budgeted Project that arises from (a) an Uncontrollable Circumstance, or (b) City Cause.

“Completed Project” shall mean a Project for which the Certifier has confirmed the project is Substantially Complete.

“Construction Commencement Date” means, with respect to each Budgeted Project, the earlier of (a) the date on which construction activities begin at the applicable Project Site and (b) the date on which the Manager commences acquiring equipment or materials for use at the Project Site.

“Construction Season” shall be defined as the period during each calendar year commencing on approximately May 1 and ending on approximately November 1.

“Construction Work” means Work contracted for by the Manager which is subject to competitive bidding requirements, and not Work contracted for professional services.

“Contractor” means any firm engaged by the Manager that provides Work but does not include vendors or suppliers for Manager’s overhead, administrative, general requirements or insurance. Notwithstanding the foregoing, this term shall refer to general contractors, prime contractors, subcontractors, and vendors contracted for implementation of the Program, and including software, job cost accounting, project controls, outreach, marketing/communications, contractor/workforce development vendors.

“Direct Costs” means the costs incurred and paid or payable by the Manager in connection with the performance of the Work proposed in each Project Book and the Program. These costs shall include all costs associated with Contractors and Subcontractors directly working on Work related to the Program.

“Effective Date” means the date of the execution of this Agreement by the Parties.

“Emergency” means an incident beyond the reasonable control of the Manager and Contractors requiring immediate action on the part of the Manager, which incident, if not immediately addressed, may reasonably be expected to result in imminent and substantial damage, injury or loss.

“Engineer” means a qualified engineer selected and engaged by Manager who has demonstrated experience in the area of civil engineering, planning, surveying, permitting, LSL replacements and water engineering.

“Environmental Litigation” means any lawsuit, filed in a court, arising out of soil or groundwater contamination, air contamination, or surface water contamination with recognized pollutants, whether initiated by federal or state governmental entity or by a private party.

“Final Project Book” shall have the meaning specified in Section 4.3.

“Fiscal Year” means each year of this Agreement commencing on January 1 and ending on the immediately succeeding December 31.

“Governmental Authority” means any federal, state, regional, municipal, city, or local government, any political subdivision thereof, or any other governmental, public or statutory instrumentality, authority, body, agency, commission, or court having jurisdiction over, as applicable, the Program, the Project(s), the Project Site(s), or the transactions with respect to the development, construction, installation, management, operation or maintenance of the City’s drinking water system.

“Interim Financing” means a debt of the City incurred to temporarily finance the Work of the Manager until permanent financing is obtained from annual grant funding or other sources.

“Interim Financing Costs” means the net interest, fees, and charges associated with the City issuing Interim Financing to the Manager, including attorney’s fees.

“Invitation to Bid” means a written invitation to prospective suppliers to submit a bid on materials or services.

“Key Performance Indicators” or “KPIs” shall mean a quantifiable measure of performance over time for a specific objective. Annual KPIs are measured in twelve-month segments during the Term of this Agreement and Semi-Annual KPIs are measured in six-month segments during the Term of this Agreement Term.

“Local Business” means a business entity located in the state of Wisconsin.

“Local Business Utilization KPI” shall mean the Semi-Annual KPI as set out by Schedule 3 which is earned if the Manager awards at least fifty percent (50%) of Construction Work to Local Businesses.

“LSL” shall mean Lead Service Lines.

“LSL Cost KPI” shall mean the Annual KPI as set out by Schedule 3 which is structured as a not-to-exceed value per LSL replaced. The not-to-exceed value shall be determined annually in each Annual Plan in negotiations with the City. If the Manager delivers the scope at or less than agreed upon not-to-exceed value per LSL replaced, then the Manager earns this KPI. Any savings below the agreed upon per LSL not-to-exceed value shall be utilized by the Manager to replace additional LSLs.

“LSL Implementation Schedule KPI” shall mean the Annual KPI as set out by Schedule 3 which is earned if the Manager replaces a minimum number of LSLs each year, as determined

annually in each Annual Plan in negotiations with the City, and adjusted in each Project Book if funding availability differs from what was initially projected.

“LSL Professional Services” means engineering, architectural, legal, and other professional services related to LSL replacement under this Agreement, which may include services outlined in Wis. Admin. Code NR § 166.07(1)(q).

“Losses” means any and all debts, claims, obligations and other liabilities, monetary damages, fines, fees, assessments, impositions, interest obligations, losses, costs, expenses (including amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of attorneys, accountants, financial advisors, engineers and other experts, and other expenses of litigation) and any and all out-of-pocket costs incurred by the City for the procurement of similar services to cover any default by the Manager.

“Manager” shall have the meaning ascribed to it in the first paragraph of this Agreement identifying the Parties hereto.

“Manager Cause” means (a) any material breach, failure, nonperformance or noncompliance by the Manager with the terms and provisions of this Agreement for any reason except to the extent such breach, failure, nonperformance or noncompliance is caused by the occurrence or continuing effect of an Uncontrollable Circumstance or City Cause, or (b) any material breach, failure, nonperformance, noncompliance, negligence or willful misconduct of any agent, officer, or employee of the Manager which prevents or, individually or cumulatively, materially interferes with or delays the City’s performance of its obligations.

“Master Project List” means a list prepared by the Manager and updated monthly documenting (a) all Proposed Projects, which are prioritized based on their relative value to the Program, as determined in Manager’s reasonable discretion; (b) a schedule for the replacement and Substantial Completion of the Proposed Projects; and (c) an estimate of the number of LSL replacements.

“Material Change Order” shall have the meaning set forth in Section 5.6.

“Monthly Status Report” shall have the meaning set forth in Section 5.5.

“Notice” means written notice from the Authorized Representative of the applicable Party to the other, all in accordance with Section 10.3 and the timeframes and other applicable requirements of this Agreement.

“Permits” means all actions, reviews, approvals, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights, licenses, filings, zoning changes, and entitlements which are required under Applicable Law to be obtained or maintained by any Person with respect to either or both of the subject Project or the Work.

“Person” means, without limitation, any individual, person, firm, corporation, company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority, and other entities.

“Posting Notice” shall mean an automatic and concurrent electronic notification (by email) to be generated and transmitted to all Parties each time information or data has been posted to a Project Dataroom.

“Program” shall have the meaning specified in the Recitals to this Agreement.

“Project” shall mean a Proposed Project, Budgeted Project, or Completed Project, as the context requires.

“Project Book” means a document setting forth, with respect to each Budgeted Project included therein:

- (a) its location and scope of Work (as defined below);
- (b) the LSLs and related improvements to be constructed or installed on the Project Site;
- (c) the proposed Construction Commencement Date and the Scheduled Substantial Completion Date (as defined below);
- (d) the estimated number of LSLs to be replaced;
- (e) the Manager’s estimated Project Book Price;
- (f) the Manager’s estimated annualized compensation for the Work for each such Project;
- (g) specifications for the scope of Work for each such Project;
- (h) a list of proposed Contractors and Subcontractors for each such Project; and
- (i) a list of the anticipated Permits required for each such Project.

“Project Book Amendment” shall have the meaning set forth in Section 4.4.

“Project Book Price” means the total price to fully replace the full LSL project bundle within a given Project Book.

“Project Dataroom” means the virtual data room maintained by the Manager (or a Contractor engaged by it) for each Project.

“Project Site” means, with respect to each Budgeted Project, the geographic area specified in the Project Book.

“Proposed Project” means a group of LSLs proposed to be replaced pursuant to the Program.

“Schedule” means a schedule to this Agreement which is incorporated into and shall be a part of this Agreement, unless the context or usage of such term clearly indicates a reference to another document.

“Scheduled Substantial Completion Date” shall, to the extent applicable, be the date anticipated for Substantial Completion of a Budgeted Project as stated in the applicable Project Book or as changed by Notice from the Manager in accordance with Section 5.1, as such Scheduled Substantial Completion Date may be extended pursuant to this Agreement.

“Section” means a section of this Agreement, unless the context or usage of such term clearly indicates a reference to another agreement or statute.

“Site Owner” shall mean the owner of real property where a Project is located.

“Subcontractor” means any firm engaged by a Contractor that provides Work but does not include vendors or suppliers for Manager’s overhead, administrative, general requirements or insurance.

“Substantially Complete” or “Substantial Completion” means that all of the Work with respect to a Project is sufficiently complete such that it is capable of functioning, as reasonably determined by the Certifier.

“Target Class Business” shall mean a business entity that is small business, a minority-owned business, a woman-owned business, a veteran owned-business, or a union business.

“Target Class Business Utilization KPI” shall mean the Semi-Annual KPI as set out by Schedule 3 which is earned if the Manager awards a negotiated percentage of Construction Work to Target Businesses.

“Term” shall have the meaning specified in Section 1.2.

“Training Individuals and Businesses KPI” shall mean the Annual KPI as set out by Schedule 3 which is earned if the Manager implements a Workforce or Contractor Development Program and achieves the quantifiable goals set out in Schedule 2 for each year or determined annually in each Annual Plan in negotiation with the City.

“Uncontrollable Circumstance” means any act, event or condition that:

- (a) prevents or, individually or in the aggregate, materially delays the Manager or the City from fulfilling its obligations hereunder, or
- (b) materially increases the cost of performing the applicable Party’s obligations under this Agreement, to the extent such act, event or condition is due to circumstances beyond the reasonable control of the Party asserting an Uncontrollable Circumstance; provided, however, such act, event or condition shall not be the result of such Party’s failure to perform its obligations hereunder in accordance with the terms and conditions of this Agreement.

- (1) Subject to said terms and conditions, the following acts, events or conditions are examples, but not limitations, of what may qualify as an Uncontrollable Circumstance:
- (A) an act of God, hurricane, tornado, severe storm, tsunami, severe flood, epidemic, pandemic, severe earthquake, severe fire, explosion or landslide, act of a public enemy, terrorism, war, blockade, insurrection, riot, restraint of government and people, civil disturbance, sabotage or similar occurrence;
 - (B) the order, injunction or judgment of any Governmental Authority, including any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; excepting decisions interpreting federal, City, state or local tax laws; provided, so long as such order, injunction or judgment did not arise from the negligence or the willful misconduct of the Manager. For the avoidance of doubt, neither the contesting in good faith of any such order, injunction or judgment nor the reasonable failure to so contest shall constitute or be construed as negligence or the willful misconduct of the Manager;
 - (C) the suspension, termination, interruption, denial, failure to issue, modification, or failure of renewal of any Permit; so long as such act, event or condition did not arise from the negligence or willful misconduct of the Party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as negligence or willful misconduct of such Party;
 - (D) a Change in Law;
 - (E) any subsurface or latent physical condition (including the presence or discovery of protected species, archaeological objects, unusual geological conditions or hazardous waste, but excluding such materials brought to a Project Site by the Manager), which shall prevent, or require redesign or change in, the construction of, or adversely affect the Work completion schedule for, the relevant Budgeted Project;
 - (F) the failure of any Contractor to furnish services, materials, supplies, utilities or equipment on or before the dates agreed to, or the failure of any Subcontractor to procure labor or transportation in the open market; provided (i) such failure is the result of an act, event or condition outside of the Manager's reasonable control and not due to the negligence or willful misconduct of the Manager, (ii) such failure materially and adversely affects the Manager's ability

to perform its obligations and (iii) the Manager is not reasonably able to obtain substitute services, materials, supplies, utilities, equipment, labor or transportation at comparable cost on or before the agreed upon dates;

- (G) any labor strike, walkout, work stoppage or slowdown or similar industrial or labor action by the employees of the Manager or any of its Contractors performing Work on a Budgeted Project which directly results in a material delay in the performance of the Work, unless the final adjudication by a court of competent jurisdiction finds that such event was principally caused by the Manager's breach of any applicable collective bargaining agreement;
- (H) the failure of the Certifier to perform its obligations other than as a result of Manager Cause; and
- (I) Any interference by the Site Owner, or any officer, agent, employee, subcontractor or independent contractor of the Site Owner, with the development or maintenance of a Project, or damage to a Project caused by the Site Owner or any Person permitted on the Project Site by the Site Owner, or the failure of the Site Owner properly to maintain or protect the Project Site.

(2) None of the following acts, events or conditions shall constitute an Uncontrollable Circumstance under this Agreement:

- (A) any act, event or condition which is caused by the negligence or willful misconduct or interference of (i) the Manager, any of its Affiliates or (ii) the City, its subcontractors, agents or employees; provided, however, if the affected Party is the Manager, then a Change in Law resulting from an enactment of an Applicable Law by the City shall nevertheless constitute an Uncontrollable Circumstance;
- (B) reasonably anticipated weather conditions in the geographic area of the City, other than those listed in (1)(A) of this definition or other prolonged, severe weather conditions; and
- (C) changes in the financial condition of the City, the Manager, Affiliates or any contractor or subcontractor or supplier affecting the affected Party's ability to perform its obligations under this Agreement.

(3) The City may not assert the occurrence of an Uncontrollable Circumstance in order to excuse or delay the making of any payment due pursuant to this Agreement. In the event that the City is excused from the timely performance of any obligation hereunder because of the occurrence of an Uncontrollable Circumstance, the Manager shall be entitled to submit a Material Change

Order, the need for which is directly attributable to the City's excused or delayed performance as a consequence of such Uncontrollable Circumstance.

"Warranty Period" means, with respect to a given Project, the period beginning upon Substantial Completion of that Project and lasting one (1) year thereafter.

"Work" means all the duties, obligations and activities the Manager is responsible for performing or causing to be performed with respect to each Project.

Section 2.3 Data Sharing and Notifications.

Section 2.3.1 Project Dataroom. As a general rule, all documents with respect to the Program and the Projects shall be posted to the Project Dataroom maintained by the Manager when and as they are ready for delivery to the other Party. So long as the City has provided to the Manager the names and valid email addresses for its Authorized Representatives and the Certifier, the Manager shall provide, or cause the Project Dataroom operator to provide to the City, its Authorized Representatives and the Certifier, at all times, full and complete access to the Project Dataroom, including the right and ability to view, print and download the information therein.

Section 2.3.2. Posting Notification. Each Party shall, promptly upon posting any document or information to the Project Dataroom, deliver or cause to be delivered to the other Parties (including their respective Authorized Representatives) a Posting Notice.

Section 2.3.3. Confidentiality and Disclosure. The Parties acknowledge and agree that, given the novel and innovative nature of the Program, (i) information contained in the Project Dataroom is intended to be of a confidential and proprietary nature, and (ii) access by, and disclosure of information in the Project Dataroom to, third parties (other than the Certifier or the Engineer) could either impair the future ability of the City, the Manager or its Affiliates to obtain information in a similar or different project or manner or could cause substantial harm to the competitive position of the City and/or the Manager or its Affiliates in similar or different endeavors. The City and the Manager will provide prompt Notice to each other of any requests from third parties (other than the Certifier or the Engineer) for information from or access to the Project Dataroom. The Parties further agree that in the event that use of the Project Dataroom as contemplated herein causes an enhanced risk of the disclosure to third parties (other than the Certifier or the Engineer) of confidential or proprietary information posted in the Project Dataroom, the Parties will collaborate in an effort to either make appropriate modifications to the requirements of the Project Dataroom or consider alternative means of communicating information under this Agreement intended to maintain the confidentiality of such information. Nothing herein shall prevent, impede or limit the City from complying with its obligations under Applicable Law with respect to the disclosure of information.

ARTICLE III. ANNUAL PLANNING

Section 3.1 Preparation and Contents of the Annual Plan.

- (a) Preparation of the Annual Plan. During the one (1) year period prior to each Construction Season (or, with respect to the first Construction Season, within one hundred twenty (120) days following the Contract Date), representatives of the City and the Manager shall, not less than on a monthly basis, meet to discuss (a) the Proposed Project(s) contemplated to be initiated during the upcoming Construction Season, and (b) the workforce and/or contractor development requirements contemplated for the upcoming Construction Season. Based on such discussions between the Parties, not less than one hundred twenty (120) days prior to the start of each Construction Season (or, in the case of the first Billing Year, within one hundred twenty (120) days after the Contract Date), the Manager shall prepare a draft of the Annual Plan.
- (b) Contents of the Annual Plan. The draft Annual Plan, which shall be substantially in the form attached hereto as Schedule 1, shall set forth:
 - (1) For each Proposed Project anticipated to be initiated during the upcoming Construction Season:
 - (A) the proposed Project Site;
 - (B) the total number of LSLs to be replaced within the City’s utility service area once such Proposed Project is Substantially Complete and Accepted;
 - (C) the anticipated Construction Commencement Date;
 - (D) the anticipated date of Acceptance;
 - (E) the budget for each such Annual Plan (“Annual Plan Budget”); and
 - (F) based on the Annual Plan Budget, the estimated Base Fee and Deferred Compensation Fee (as such terms are defined below).
 - (2) An anticipated project schedule for the applicable Construction Season with respect to each Budgeted Project.
 - (3) Proposed community outreach and stakeholder engagement activities for the upcoming calendar year.
 - (4) Proposed workforce and/or contractor development activities for the upcoming Construction Season.

The Manager acknowledges and agrees that City will rely on such Annual Plan in determining the amount of the aggregate funding needed for development and construction of the Proposed Project(s) for each applicable Construction Season. The scope of each Annual Plan will be developed in alignment with the expected incoming funding from the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), commonly known as the “Bipartisan Infrastructure Law,” administered through Wisconsin Department of Natural Resources

(“WDNR”) and any other funding sources available to the City. Accordingly, in preparing the Annual Plan, the Manager shall use good faith estimates based on its current understanding of the relevant facts and circumstances for each Proposed Project.

If the Parties cannot agree on the Annual Plan Budget for one or more Proposed Project(s), the City may elect, by delivering Notice to the Manager’s Authorized Representative, to (A) extend the date for approval of the Annual Plan, or (B) remove the Proposed Project(s) from the Annual Plan.

Each Proposed Project specified for implementation during a particular Construction Season, as set forth and approved in an Annual Plan, shall be deemed to be a “Budgeted Project” for purposes of this Agreement.

Section 3.2 Review and Approval of the Annual Plan. The City and the Manager shall collaborate in good faith to finalize each Annual Plan by no later than January 31 in each Fiscal Year, and in any event, prior to the start of each Construction Season. Each final Annual Plan, together with any changes, modifications or amendments thereto from time to time (the “Final Annual Plan”), shall be mutually acceptable to and executed by the Manager and the City. Upon execution thereof, a copy of each Final Annual Plan shall be attached as an exhibit to this Agreement.

Section 3.3 Amendment of Final Annual Plan. The Final Annual Plan for a Construction Season may only be amended, modified or supplemented with the prior written consent of the City and the Manager.

ARTICLE IV. PROJECT PLANNING AND PRE-CONSTRUCTION

Section 4.1 Development of Project Books. Not less than fifteen (15) months prior to the start of each Construction Season, the Manager and the City shall meet to review and discuss all Proposed Projects under the Program. By no later than twelve (12) months prior to the start of each Construction Season, the Manager and the City shall develop a list of Proposed Projects they agree to submit for implementation, pursuant to the process set forth in Section 4.3 below. Subject to the terms of Section 4.2 below, for each such Proposed Project, the Manager and the City shall cooperate in good faith to agree upon a list of Budgeted Projects and to finalize each Project Book therefor in accordance with the process set forth Section 4.4 below by no later than ten (10) months prior to the start of each Construction Season.

- (a) Competitive Pricing for Subcontracted Construction Work. Prior to submitting a Project Book to the City, the Manager shall conduct a public competitive pricing process for Subcontractors for all Construction Work expected to cost greater than \$25,000 relating to construction of the Budgeted Projects. The lowest bid responding to the Invitation to Bid by a responsible bidder shall be selected, unless all bids are rejected. The Manager shall make such bid submissions available to the City by no later than the time the Manager submits the proposed Project Book for the City’s review.

- (b) Permits and Licenses. The Manager shall secure or set forth the process to secure all Permits necessary to construct the relevant Budgeted Projects. The City shall exercise all commercially reasonable efforts to assist the Manager in obtaining these Permits. Manager may submit and the City may review a particular Project Book prior to the obtaining of all required Permits; provided, however, the City's review of such Project Book shall not relieve or otherwise diminish the Manager's obligation to secure Permits prior to the performance of the Work for which such Permits are required.
- (c) Access to Project Site. The Manager shall obtain, or cause to be obtained, any and all access rights, servitudes, easements and rights-of-way necessary to construct the relevant Budgeted Projects from all Persons (other than the City), including all utility providers. The City shall exercise all reasonable efforts to assist the Manager in obtaining such necessary access rights, servitudes, easements and rights-of-way, including, but not limited to, from the City.
- (d) Agreements with Site Owners. Manager is responsible for obtaining all access and/or easement agreements from any Site Owner to conduct the Work for a particular Project, as deemed necessary in the Manager's reasonable discretion.

Section 4.2 Termination of Budgeted Projects Prior to Final Project Book. Either the City or Manager shall have the right to terminate or defer consideration of a Budgeted Project prior to the City's review of the Project Book in accordance with Section 4.4 for the relevant Budgeted Project (in which case, the proposed Project Book shall be modified accordingly).

Section 4.3 Submission of Project Books. The Manager will submit to the City for review one or more Project Books. Unless otherwise specified in a submittal, a reasonable time for review and comment by the City shall mean ten (10) Business Days after its receipt of a Project Book for review and comment. Failure by the City to deliver comments in writing to Manager within ten (10) Business Days after its receipt of a Project Book shall constitute a waiver of any comments or objections thereto; provided, however, that if, within such ten (10) Business Day period, the City notifies the Manager in writing that additional review time is required, a failure of the City to provide comments shall not constitute a waiver unless such failure continues for an additional five (5) Business Days.

Section 4.4 City Review of Project Books. Upon the later to occur of completion of review by the City of each Project Book, and confirmation of the availability of funds sufficient to pay the sum of the estimated Project Book Prices for Projects included in such Project Book, each Project described therein shall constitute a "Budgeted Project" and thereafter such Project Book shall be referred to as a "Final Project Book." Manager shall thereafter proceed to implement the Budgeted Project(s) reflected therein in accordance with Article V. The Manager shall not be required to commence Work on a Budgeted Project unless the Manager shall determine, based upon such assurances or certifications from the City as Manager shall reasonably require, that adequate funds are available from the sources provided for herein for the Project Book Price for each Budgeted Project in the Final Project Book.

Section 4.5 Amendment of Final Project Book. A Final Project Book and a Budgeted Project may only be amended, modified or supplemented by written agreement of the City and the Manager or pursuant to a Change Order as authorized by this Agreement (each a “Project Book Amendment”).

ARTICLE V. CONSTRUCTION

Section 5.1 General Scope of Construction Period Work. Following the City’s acknowledgement of a Final Project Book, the Manager shall deliver Notice to the City regarding any changes to the Construction Commencement Date and/or the Scheduled Substantial Completion Date for the applicable Budgeted Projects as stated in the Project Book. The Manager shall be responsible for selection, management and implementation of all construction means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt and orderly prosecution and completion of the Work and the Budgeted Projects.

Section 5.2 Engagement of Certifier. Promptly following execution of this Agreement, the City and the Manager shall agree upon and the Manager shall engage a firm or an individual (the “Certifier”) appropriately qualified to inspect the construction Work performed, to advise the City whether or not such Work is performed in accordance with the applicable standards and to issue applicable KPIs for Projects that have achieved Substantial Completion. Either Party may, upon thirty (30) days’ Notice to the other Party, request that the Certifier be replaced by another mutually acceptable Person qualified to act in such capacity; provided that, unless agreed to by the Manager and accompanied by any necessary adjustment to the Scheduled Substantial Completion Date and the applicable Project Book(s), the Certifier shall not be replaced with respect to any Budgeted Project if such replacement would delay the completion or increase the cost of such Budgeted Project.

Section 5.3 Project Site; Access Roads and Utilities.

- (a) Site of Construction. Each Budgeted Project shall be constructed on the relevant Project Site described or depicted in the Final Project Book.
- (b) Access Roads and Utilities. If needed, the City will assist the Manager to obtain from the applicable municipality(ies) appropriate provision for roads, utilities and utility distribution systems within each Project Site. The Manager shall be responsible (i) for any damage, destruction, loss, or injury to roads, utilities and utility distribution systems within each Project Site caused by its negligence or willful misconduct in the performance of Work, (ii) for obtaining all necessary electricity service connections required for construction, installation and Substantial Completion of the relevant Budgeted Project, and (iii) with the cooperation of the City, for obtaining and maintaining all necessary taps into sewer and water lines. The cost of all such systems, design and construction shall be included in the Project Book Price.

The Manager shall be responsible for notifying all affected utility companies prior to performing any Work that could impact the relevant utility service or infrastructure and shall cooperate with the utility providers in connection with such Work. The Manager shall cooperate with the owners of any underground utilities or overhead utility lines in order to minimize the disruption of these utility operations to the extent reasonably practicable. In the event of interruption to utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Manager shall promptly notify the proper authority and shall cooperate in the restoration of the service.

Section 5.4 Construction.

(a) Minimization of Interference.

- (1) Public Convenience and Safety. The Manager shall at all times conduct the Work in a manner to create the least practicable interference and obstruction to all forms of traffic, the Site Owner and the general public, residents and tenants at or adjacent to the relevant Project Site, shall take commercially reasonable steps to minimize noise, any objectionable or unpleasant odors, dust, vibrations, inconvenience and disruption to such Persons, and shall comply with Applicable Laws governing construction activities.
- (2) Preservation, Protection and Restoration of Property. The Manager shall exercise reasonable care to protect the property of others from injury or loss arising from the Work. The Manager shall, to the extent practicable, keep each Project Site clean of dirt, debris, rubbish and waste materials arising out of the Work. At the completion of the Work, the Manager shall promptly remove all dirt, debris, rubbish and waste materials arising out of the Work from and about the Project Site, including any material laydown, staging, storage or work force area, which shall be returned in a clean, neat, and workmanlike condition.

(b) Discovery of Contamination. If, during construction, any Contractor encounters unexpected contamination or potential contamination such as, but not limited to: underground storage tanks, soil that is discolored or has an odor, or free product, the Contractor shall immediately take steps to ensure that the contamination is contained and protected and shall notify Manager. Manager shall deliver Notice to the City and the applicable Site Owner. Manager, City and such Site Owner shall determine the most appropriate next steps which may include:

- (1) Notification of the WDNR;
- (2) A decision whether the contamination can be removed, so as to allow the project to continue;
- (3) A decision to terminate, modify, or continue with construction; and/or

- (4) A Compensable Change Order for appropriate adjustments in the Project Book Price and Scheduled Substantial Completion Date.

The Manager shall not be compelled without its consent to continue with construction of the Project without a Compensable Change Order.

- (c) Environmental Litigation: Defense. In the event that the performance of all or any part of the Work on a Project or under the Program gives rise to Environmental Litigation where the City and/or Manager are named as defendants, each party shall be responsible for its own defense and liabilities.
- (d) Employees and Workmanship.
 - (1) Qualified Employees. Other than supervised apprentices or participants in workforce or contractor development/training programs, only personnel trained and skilled in the task assigned to them may be employed on any portion of the Work.
 - (2) Licensed Employees. When Applicable Laws require that certain personnel be licensed, then all such personnel employed on the Work shall be so licensed.
 - (3) Methods and Quality.
 - (A) All workmanship shall be of the standards set forth in the Project Book for such Budgeted Project. Recommendations of the manufacturers of specified materials shall be considered as a part of such specifications.
 - (B) Materials shall be accurately assembled and set, and when so required in good construction, shall be true to line, even, square, plumb, level, and regularly spaced and coursed.
 - (4) Supervision. The Manager shall ensure appropriate and adequate supervision at each Project Site at all times during the progress of the Work.
 - (5) Safety. The Manager shall require all legally mandated precautions to prevent injury or damage to persons and property in or about the Budgeted Project and each Project Site through until the applicable Project becomes a Completed Project.
 - (6) Emergencies. In the event of any Emergency affecting the safety of persons, the Work or property (including the Project Site and property immediately adjacent thereto), absent specific instructions or authorizations from the City if time or circumstances do not permit, the Manager shall take whatever reasonable measures are necessary under such circumstances to prevent or mitigate threatened damage, injury or

loss. The Manager shall, as expeditiously as reasonably practicable after the occurrence of such Emergency, give Notice to the City of such Emergency providing reasonable details thereof. If the Manager reasonably believes the Emergency required additional Work which was actually performed, the Manager may submit to the City a written statement describing in reasonable detail (a) the Work performed, (b) the cost of such Work and (c) the effect of the Work, if any, on the Project Book Price as set forth in the Project Book, or on the guarantees, warranties or obligations of the Manager under this Agreement, and shall be entitled to a Compensable Change Order with respect to such Work.

Section 5.5 Construction Management, Monitoring and Review; Inspections; Acceptance.

- (a) Work Progress: Monthly Status Report. Beginning with the Construction Commencement Date of a Budgeted Project, the Manager shall, on a monthly basis, prepare and submit to the City a written report (the “Monthly Status Report”) containing the status of planning, procurement and construction activities for each Budgeted Project, including an updated project schedule therefor.
- (b) Monthly Meetings. The Manager shall meet with the City’s Authorized Representatives monthly or on such other periodic basis as the Parties shall determine in order to review the Monthly Status Report, discuss problems and corrective actions planned, and generally keep the City up to date on all material issues related to the Projects. The Manager may request that representatives of the City at particular monthly meetings include such senior officials of the City as the Manager believes may be helpful in addressing particular issues or problems.
- (c) Inspections. After receiving written permission from Site Owners setting forth reasonable hours of access, the City, its agents and Authorized Representative shall be granted access to each Project Site at reasonable times in order to monitor or inspect the Project Site of each Budgeted Project. Any such inspections or visits shall be conducted in a manner to minimize interference with the Work.
- (d) Acceptance. At such time the Certifier confirms in writing to the City that each Project is Substantially Complete, the Manager shall no longer have any obligations with respect to such Project, except to satisfy warranty claims under Section 5.5(e) below.
- (e) Warranty. The Manager warrants to the City that materials and equipment furnished under this Agreement will be as provided by the Project Book for each Project and new unless the applicable Project Book requires or permits otherwise. The Manager further warrants that the Work will conform to the requirements of this Agreement and will be free from defects, except for those inherent in the quality of the Work or permitted by this Agreement or the applicable Project Book. Work, materials, or equipment not conforming to these requirements may

be considered defective. The Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Certifier, the Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding any other provision of this Agreement, it is agreed that the Manager does not expressly or impliedly warrant the adequacy, sufficiency, or suitability of the plans, specifications, specified materials, or equipment, or other documents including in each applicable Project Book, including, without limitation, any specified sole source or brand-named products, equipment, or materials. Other than the express warranty contained in this Section 5.5(e) and in Section 10.1, the Manager makes no other warranty whether express or implied. The duration of all warranties of any kind from the Manager to the City shall be for the duration of the Warranty Period. The Manager agrees to assign to the City at the time of final completion of each applicable Project any and all manufacturer's warranties relating to materials and labor used therein and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

Section 5.6 Change Orders. Either Party may propose changes, improvements or additions to a Budgeted Project (each, a "Change Order") at any time prior to Substantial Completion of such Budgeted Project. Manager may make changes that do not constitute Material Change Orders without Notice to the Owner.

- (a) Material Change Orders. Any Party proposing a Material Change Order (as defined below) shall submit Notice of the proposed Material Change Order to the other Party in advance for review and approval. For purposes hereof, a "Material Change Order" means any Change Order which will, or can reasonably be expected to:
 - (1) change the quality, integrity, durability or reliability of such Budgeted Project; or
 - (2) substantially modifies the cost or schedule for a Budgeted Project from what is set forth in the Project Book therefor.

If the Manager proposes a Material Change Order, then it shall prepare and submit a proposed Project Book Amendment describing any resulting adjustment to the Project Book Price and/or Scheduled Substantial Completion Date.

If the City proposes a Material Change Order, then it shall submit to the Manager a Notice (a "Change Order Proposal"), which shall describe in reasonable detail the proposed Material Change Order, and within ten (10) Business Days after receipt thereof (or such longer time period as may reasonably be required), the Manager shall prepare and provide to the City a proposed Project Book Amendment as described above. The City shall have ten (10) Business Days to approve and execute or reject such Project Book Amendment, and failure of the City to

act within such 10-day period shall be deemed to be an approval of the Project Book Amendment and the applicable Change Order proposal.

A Site Owner may propose Change Orders as long as the City, the Manager and the Site Owner agree to the modification of the Project and as to how the costs of such Change Order are to be borne.

Disputes arising out of this Section 5.6 shall be resolved in accordance with Section 10.15 provided, however, that the Manager shall not be required to proceed with any Material Change Order proposed by the City unless adequate provision, including adequate funding, is made for the direct impact, if any, of such Change Order on the Project Book Price, and/or Scheduled Substantial Completion Date. If the City and the Manager cannot agree as to the terms of “adequate provision” as described in the preceding sentence, and if the City insists upon proceeding with the particular Material Change Order, the Manager may terminate the applicable Budgeted Project as if for an Uncontrollable Circumstance in accordance with the provisions of Section 5.6(d).

(b) Compensable Change Orders.

If an Emergency, an Uncontrollable Circumstance or City Cause results or is reasonably expected to result in a material alteration of the Work, the Manager’s costs thereof or the time to construct a Budgeted Project in such fashion as otherwise require a Material Change Order, the Manager shall (i) be entitled to an adjustment to any or both of (A) the Project Book Price and (B) the Scheduled Substantial Completion Date, and (ii) propose a Compensable Change Order to the City. The proposed Compensable Change Order may propose (a) suspension of the Budgeted Project; (b) termination of the Budgeted Project; and/or (c) modification of the Budgeted Project, in each case with a non-binding estimate of the impacts to the financial, construction, or schedule and obligations of the Manager and a reasonable date by which the Manager requires a response from the City, and, in the case of a suspension, a description of the circumstances under which the Budgeted Project could resume. The City shall provide timely a written response to the proposed Compensable Change Order, indicating its order of preference among or between the alternative courses of action outlined in the proposed Compensable Change Order.

(c) Resolution of Compensable Change Orders.

The Manager shall provide in writing the fixed price to (i) implement the City’s preferred course of action or, (ii) if a fixed price cannot be provided on the basis of then-current information, to prepare a concept proposal with respect to the Compensable Change Order. If the City approves concept proposal for the Compensable Change Order, the Manager shall furnish a more detailed plan within fifteen (15) Business Days thereafter or such other period of time on which the Parties may mutually agree. The more detailed plan may include fixed prices where known, or may include a compensation structure based on agreed to labor rates and material mark-ups. As a guiding principle, the cost of the Compensable Change Order should reflect the original Project Book Price plus a reasonable incremental cost to address the Uncontrollable Circumstance or City Cause, plus a markup of twelve and one half percent (12.5%) for the Manager on the incremental costs.

The Compensable Change Order proposal shall describe in reasonable detail the appropriate revisions (i) to the Work and the standards, requirements and specifications, for the relevant Budgeted Project, (ii) of any obligation of either Party under this Agreement, and (iii) to the relevant Scheduled Substantial Completion Date, resulting from the Compensable Change Order (including the time periods for preparation, review and approval of said proposal). If, within ten (10) Business Days following receipt of the Manager's proposed price, or such other period of time on which the Parties may mutually agree, the City notifies the Manager that the City wishes to proceed with such Compensable Change Order, the items and obligations referred to above shall be revised, as applicable, in accordance with the Manager's proposal, and the Parties shall either execute the Compensable Change Order or prepare documentation for the City's next committee/commission agenda, if required. The Manager shall proceed with any Compensable Change Order pursuant to this Section 5.6(c) only upon receiving the City's written authorization; provided, however, the Manager is authorized, notwithstanding the provision of this paragraph, to proceed with any work necessary to address an Emergency.

(d) Failure of Parties to Agree to Compensable Change Order Terms. If the City and the Manager cannot agree to the terms of the Manager's proposal for a Compensable Change Order, or if the City elects not to proceed with a Change Order resulting from the occurrence of an Uncontrollable Circumstance or fails to provide sufficient funds therefor, the Manager may suspend Work on the Budgeted Project in part or in whole, and/or terminate such Budgeted Project, and such dispute shall be resolved in accordance with Section 10.15.

ARTICLE VI. COMPENSATION

Section 6.1 Actual Program Costs. The City shall pay and reimburse the Manager, on a monthly basis, the Direct Costs.

Section 6.2 Base Fee. The Manager's base fee for each Project ("Base Fee") shall be structured as a cost-plus fee and paid by the City to the Manager as a markup of the sum of the actual Direct Costs payable by the City in accordance with this section, as such costs are incurred and invoiced by the Manager to the City. The Base Fee is to address a set of actions taken to make capital improvement to address LSL and to the extent possible, shall be illustrated in each Annual Plan and Project Book to maximize eligibility for financial assistance under Wis. Admin. Code ch. NR 166 and applicable Wisconsin and federal law. The Base Fee will be invoiced and paid monthly and will be a seven and one half percent (7.5%) markup of the sum of the Direct Costs. For the avoidance of doubt, the Base Fee does not include (i) the actual Project costs of Subcontractors directly relating to the planning, construction, installation and Acceptance of a Project, or (ii) the actual Program costs of Subcontractors directly relating to the implementation of the Socio Economic Development Plan set forth on Schedule 2 attached hereto.

Section 6.3 Performance-Based Fee. The Key Performance Indicators (KPIs) set forth on Schedule 3 are performance-based cost-plus fees. These fees will be derived and applied to all Direct Costs. The Manager's achievement of each of the KPIs set forth on Schedule 3 shall earn a corresponding fee in the amount of one percent (1%) Direct Costs, for a maximum of a five percent (5%) cumulative Performance-Based Fee. The details for goals and implementation of each KPI are set forth in Schedule 3. Within thirty (30) days following the end of each KPI

reporting period, discussed below, the Manager shall prepare and deliver to the City a detailed report summarizing its performance and achievement with respect to the goals set forth in Schedule 3. If and to the extent the KPIs are earned by the Manager with respect to any KPI reporting period, then the amount due shall be invoiced by the Manager in its next monthly Application for Payment.

- (a) Reporting Period for Annual KPIs. The LSL Cost KPI, LSL Implementation Schedule KPI, Training Individuals and Businesses KPI shall be calculated and submitted by the Manager to the City within thirty (30) days after the end of each Construction Season.
- (b) Reporting Period for Semi-Annual KPIs. The Local Business Utilization KPI and the Target Class Business Utilization KPI shall be calculated and submitted by the Manager to the City within one hundred thirty (30) days following each June 30 and December 31 during the Term.

Section 6.4 General Requirements & Conditions. The manager shall be entitled to General Requirements and Conditions reimbursement equal to two and one half percent (2.5%) of Direct Costs which shall include the Manager's expenses associated with the program such as personnel (whether as an employee, consultant or otherwise), overhead, administrative and other internal costs of the Manager.

Section 6.5 Method of Payment by the City. With respect to items to be paid with City funds or funds administered by the City, the following procedures shall govern:

- (a) Application for Payment. On or before the eighth (8th) day of each Billing Month, the Manager shall submit to the City's Authorized Representative an application signed by the Manager ("Application for Payment") for the Direct Costs of each Project that has proceeded to construction pursuant to Article V, in each instance for the immediately preceding Billing Month. Each Application for Payment shall include:
 - (1) the Certifier's certification that the materials, supplies and labor incorporated in the applicable Project are in a percentage consistent with the Manager's Application for Payment for the applicable Billing Month;
 - (2) the Certifier's certification of KPIs delivered on a Project that has achieved Substantial Completion;
 - (3) for the applicable Billing Month, lien waivers from each Contractor for each Project, and which lien waivers shall set forth the amounts to be received from said disbursements, the official capacity of the signatory to the waivers, the name and address of the Project, and be properly acknowledged. Each such lien waiver, whether partial or final, must stipulate that all lien rights are waived with respect to the total amount disbursed up to and including the last date upon which labor or material was supplied and for which payment was made; and

- (4) a sworn Contractor's statement, setting forth the names and addresses of all current and/or future Subcontractors and materialmen for the applicable Project including the labor to be furnished by such Subcontractors and the amounts of all subcontracts, the previous payments made on all subcontracts, the amounts due on all subcontracts for the current Application for Payment and the balance due on all subcontracts thereafter. The foregoing shall be delivered to the City on form AIA G702 or as an attachment to the Application for Payment.
- (b) General Payment Requirements. The City shall make payment for all amounts submitted for the immediately preceding Billing Month and documented in accordance with the preceding Section 6.5(a). These amounts shall include actual direct costs, the Base Fees earned and payable to the Manager, and if applicable, the Performance-Based Fee earned and payable to the Manager.

The City shall review each Application for Payment and, within ten (10) Business Days following the receipt thereof, either (a) approve such Application for Payment in the amount requested, in which case payment shall be made in thirty (30) days or (b) notify the Manager in writing of any reasons then known for withholding its approval of all or any portion of such application. In the latter case, the City shall pay the portion of the Application for Payment approved and the Manager shall resubmit the portions not approved (corrected to remove any deficiencies stated in writing by the City).

If the City shall determine that, for specified reasons, the Manager is not entitled to all or any portion of the payment sought, (a) the City shall approve that portion of the Application for Payment that is not in dispute and (b) when the grounds for withholding approval for payment have been cured to the City's reasonable satisfaction, any amount withheld shall be paid promptly by the City.

The Manager shall comply with Wis. Stat. § 66.0135 and pay Contractors no later than seven (7) days of receipt of payment by the Manager from the City.

The Manager shall include in its agreements with Contractors, including suppliers and manufacturers of equipment, the provisions and requirements of this Agreement as applicable to their part of the Work included under this Agreement, together with such provisions as may be required pursuant to Applicable Law. Nothing contained in this Agreement creates any contractual relationship between the Manager and any Subcontractor.

Section 6.6 Interim Financing. Time is of the essence in creating the Program and performing the Work. To avoid foreseeable delay, the Manager shall begin Work and administering the Program prior to the City's receipt of annual grant funding or other funding sources, subject to reimbursement from the City for costs expended by the Manager, as more particularly set forth in this Section 6.6 below.

If the Manager is required to begin Work and administering the Program prior to the City's receipt of annual grant funding or other funding sources, the Manager shall advance the costs for such Work and Program administration, which costs shall be deemed Interim Financing

subject to a flat annual interest rate of eight percent (8%) for Interim Financing Costs incurred by the Manager. The City shall repay the Manager for the Interim Financing and accrued Interim Financing Costs on a monthly basis within thirty (30) days of the date of each Manager's invoice therefor. In the alternative, the City may prepay the Manager's specified costs of performing the Work and administering the Program prior to the City's receipt of annual grant funding or other funding sources.

The Parties shall endeavor for any Interim Financing to be reimbursed to the City through annual grant funding to the City in accordance with applicable Wisconsin law, specifically Wis. Admin. Code ch. NR 166.

Section 6.7 Reconciliation. Following the end of each Billing Year, the Manager shall deliver to the City an annual reconciliation and settlement statement, together with an invoice setting forth any amounts due the Manager in accordance with this Section.

ARTICLE VII. INDEMNIFICATION AND INSURANCE

Section 7.1 Manager Indemnification. The Manager shall indemnify, hold harmless and defend the City and the City's agents, officers, and employees (collectively, the "City Indemnified Parties"), from and against any and all Losses on account of any negligence, recklessness, or willful misconduct (including any act of fraud) of the Manager. The Manager shall not be required to reimburse, defend, or indemnify the City Indemnified Parties for loss or claim due to the negligence or willful misconduct of such City Indemnified Parties. The Manager shall promptly notify the City of the assertion of any claim against which the City Indemnified Parties are indemnified hereunder, shall defend the City Indemnified Parties against any such claim, and shall have the right to settle such claim without the approval of the City Indemnified Parties. The City agrees that it shall promptly notify the Manager of the assertion of any claims against which the City Indemnified Parties seek to be indemnified hereunder; provided, however, that the failure to give such notice shall not affect the Manager's indemnification obligation hereunder, except insofar as the failure to provide such notice increases the amount of the particular Losses. The extent of the Manager's indemnification shall not be limited in any way as to the amount of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement.

The indemnification provided by the Manager to the City pursuant to this Section 7.1 shall not run to any Site Owner and shall not extend to any loss based upon a claim of any Site Owner other than a claim caused by the negligence, recklessness, or willful misconduct (including any act or fraud) of the Manager.

Section 7.2 Insurance. The Manager shall maintain insurance of the types and in the amounts described in this Agreement and meeting the requirements specified in Schedule 1 attached hereto. The Manager shall cause the Contractor to secure and maintain insurance as part of their contracts with the Manager in accordance with Schedule 1. Such Contractor insurance, except for professional errors and omissions policies and workers compensation policies, shall name the City as an additional insured. The City may permit the Manager to arrange for a "contractor controlled insurance program" in order to satisfy some its insurance obligations

hereunder, which coverage shall be as specified in the applicable Project Book for a Budgeted Project.

ARTICLE VIII. CONTRACT EXTENSION

Section 8.1 Extension Period. If any LSLs remain within the City at the expiration of the Term, the City may, upon mutual agreement of the Parties, extend the Term for additional periods (each such period, an “Extension Period”). If the City exercises its option under this Section 8.1 the City shall deliver Notice to the Manager’s Authorized Representative as soon as reasonably practicable, but at least thirty (30) days prior to expiration of the Term, whereupon this Agreement shall be extended on the same terms and conditions to facilitate completion of the Project(s) underway as of the date of such Notice of the applicable Extension Period.

ARTICLE IX. REGIONALIZATION

Section 9.1 Regional LSL Professional Services. The Parties agree to allow the Manager to make available to other Wisconsin municipal and local governmental entities the extension of LSL Professional Services at a per LSL line cost. The Parties recognize the difficulty of administrating a Program and seek to develop a regional hub of LSL Professional Services. Upon request to either the City or the Manager for LSL Professional Services by another municipal or local governmental entity in Wisconsin, the City agrees to enter into agreements under Wis. Stat. §§ 66.0131 and 66.0301, if necessary and subject to Wausau Common Council approval, with the other municipal and local governmental entities to facilitate the receipt and/or furnishing of LSL Professional Services under the terms of this Agreement. In no circumstance may the City enter into an intergovernmental agreement with another municipality or local governmental entity to facilitate the receipt and/or furnishing of LSL Professional Services under the terms of this Agreement without written consent of the Manager, which consent may not be unreasonably withheld or delayed.

ARTICLE X. MISCELLANEOUS

Section 10.1 Representations, Warranties and Covenants of the Manager. Manager represents and warrants to the City and agrees and covenants with the City as of the Effective Date as follows:

- (a) All copies of documents, contracts and agreements that Manager has furnished to the City are true and correct in all material respects.
- (b) Manager has paid, and will pay when due, all federal, state and local taxes, provided, however, that the City and the Manager will work collaboratively to minimize sales tax on purchases of materials where possible, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent..
- (c) Manager will timely pay, or cause to be paid, for all work performed and materials furnished for the Project.

- (d) No statement of fact by Manager contained in this Agreement and no statement of fact furnished, or to be furnished, by Manager to the City pursuant to this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary in order to make the statements herein or therein contained for misleading at the time when made.
- (e) Manager is a Delaware limited liability company duly formed and validly existing, in good standing, and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Manager is duly licensed or qualified to do business and in good standing in Wisconsin.
- (f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Manager and constitute the valid and binding obligations of Manager enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- (g) The execution, delivery, and performance of Manager's obligations pursuant to this Agreement will not violate or conflict with any of Manager's organizational documents or any indenture, instrument or agreement by which Manager is bound, nor will the execution, delivery, or performance of Manager's obligations pursuant to this Agreement violate or conflict with any law applicable to Manager or the Program.
- (h) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Manager is not in default (beyond any applicable cure or grace period) of any of its obligations under any other agreement or instrument entered into in connection with the Program.

Section 10.2 Representations and Warranties of the City. The City represents and warrants to Manager that:

- (a) The City is a municipal corporation and political subdivision organized under the laws of the State of Wisconsin. Wausau Water Works is a water and sewer utility serving the City and overseen by the Wausau Waterworks Commission.
- (b) The City has the authority to enter into this Agreement and carry out its obligations hereunder pursuant to the authority granted to it by the Wisconsin Constitution and State law.
- (c) The City will cooperate with Manager throughout the term of this Agreement and shall use its best efforts to promptly review and/or process all submissions and applications in accordance with applicable City ordinances and policies.
- (d) The parties below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City. When executed and delivered to Manager, this

Agreement shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 10.3 Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Manager:

Community Infrastructure Partners, LLC

Attn: Sean Agid

with a copy to:

Godfrey & Kahn, S.C.
1 East Main St, Suite 500
Madison, WI 53703
Attn: Mike Wittenwyler

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Wausau Water Works
407 Grant Street
Wausau, WI 54403
Attn: Eric Lindman

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

Section 10.4 No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Manager have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 10.5 Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Manager, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Manager from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 10.6 Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with

this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

Section 10.7 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Manager and the City, and no third party (other than successors and assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith.

Section 10.8 Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

Section 10.9 Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

Section 10.10 Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

Section 10.11 Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Manager.

Section 10.12 Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

Section 10.13 Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

Section 10.14 Termination.

(a) Termination by the Manager. If the Work is stopped during the Construction Season for a cumulative period of 14 days through no fault of the Manager, the Manager may, upon seven additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work executed including a twelve and one half percent (12.5%) termination fee and reimbursement of the Manager's costs incurred by reason of such termination.

(b) Termination by the City for Cause.

(1) The City may terminate the Agreement if the Manager:

- (A) refuses or fails to supply enough properly skilled workers or proper materials;
- (B) fails to make payment to Contractors for materials or labor in accordance with the respective agreements between the Manager and the Contractors;
- (C) disregards Applicable Law of a Governmental Authority; or
- (D) is otherwise guilty of substantial breach of a material provision of this Agreement.

(2) When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Manager seven days' written notice, terminate this Agreement, and:

- (A) take possession of the Project Site(s) and of all materials thereon owned by the Manager, with the cost of such materials being reimbursed by the City to the Manager within thirty (30) days, and;
- (B) finish the Work by whatever reasonable method the City may deem expedient.

(3) When the City terminates the Agreement for one of the reasons stated in Section 10.14(b), the Manager shall not be entitled to receive further payment until the Work is finished.

(4) If the unpaid balance of the Base Fees and Performance-Based Fees exceeds costs of finishing the Work, such excess shall be paid to the Manager. This obligation for payment shall survive termination of the Agreement.

(c) Termination by the City for Convenience. The City may, at any time, terminate the Agreement for the City's convenience and without cause. In the event of a termination under this Section 10.14(c), the Manager shall be paid the value of the Direct Costs incurred as of the date of termination as determined pursuant to the terms of the Agreement (including materials stored off-site if approved by the City, fabricated items, specialty orders not able to be cancelled and re-stocking fees), less sums received by the Manager, plus a payment that shall include a termination fee of twelve and one half percent (12.5%) of the value of the Direct Costs as of the date the City terminates and reimbursement of the Manager's costs incurred by reason of such termination. For example, if the Manager has incurred Direct Costs of \$100,000 as of the date the City terminates under this Section 10.14(c), and the City has submitted \$10,000 for such Direct Costs, the Manager would be entitled to \$102,500.

Section 10.15 Dispute Resolution.

(a) Definition of Claims. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term “Claim” also includes other disputes and matters in question between the City and the Manager arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim.

(b) Notice of Claims. Claims by either the City or the Manager must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The notice initiating such Claim shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the notice. If the impact or damages cannot be assessed as of the date of the notice, the notice shall be amended at the earliest date this is reasonably possible.

(c) Continuing Contract Performance. Pending final resolution of a Claim, the Manager shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement.

(d) Mediation.

(1) Claims, disputes, or other matters in controversy arising out of or related to the Agreement, shall be subject to mediation as a condition precedent to binding dispute resolution.

(2) The Parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with the American Arbitration Association’s Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

(3) The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(e) Binding Dispute Resolution. For any Claim that is not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in the county in which the Project is located.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first printed above.

MANAGER:

Community Infrastructure Partners, LLC

By: _____
Name: _____
Title: _____

CITY:

City of Wausau

By: _____
Katie Rosenberg, Mayor

Attested to

By: _____
Name: _____
Title: _____

Wausau Water Works

By: _____
Name: _____
Title: _____

Attachments:

- Schedule 1 - Insurance
- Schedule 2 - Socio Economic Development Implementation Plan
- Schedule 3 - KPIs
- Application for Payment

Schedule 1 - Insurance

Manager's Insurance Coverage

Insurance Requirements: The Manager shall provide the City with evidence of the Manager's commercial insurance coverage for the following exposures:

- (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 Acceptance.
- (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 Acceptance.
- (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. 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 Manager 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 Manager 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.

Special Provisions for Insurance:

1. The Manager shall forward to the City, a certificate(s) of insurance indicating the Manager's insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the City and shall list the various coverages and limits. Insurance companies providing the coverage must be acceptable to the City, rated A.M. Best and carry at least an "A-" Rating VIII. In addition to the aforementioned provisions; such insurance policies shall include an endorsement (provided such endorsement is reasonably commercially available) stating that such policies shall not be changed or canceled and that they will be automatically renewed upon expiration and continued in full force and effect until Substantial Completion and Acceptance of all Work covered by the Agreement, unless the City is given thirty (30) days written notice before any change or cancellation is made effective.

2. The Manager's initial and subsequent certificates of insurance shall include a description of the Project and the assigned Project number. Prior to beginning any project work, the Manager's insurance requirements as outlined must be submitted and approved in writing.
3. Manager's insurance shall be procured from insurance or indemnity companies acceptable to the City and licensed and authorized to conduct business in the State of Wisconsin. The City's approval or failure to disapprove insurance furnished by the Manager or any Contractor shall not release such parties of full responsibility for liability for damage and accidents.
4. If at any time the above required materially significant insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, Manager shall be considered in default of its obligations under the Agreement, and shall have ten (10) business days to cure such default to the City's reasonable satisfaction.
5. The Manager shall require each Contractor and Subcontractor, at all tiers, to provide evidence of insurance coverage required. Such coverage shall remain in full force and effect during the performance of activities under this Agreement.

Schedule 2 - Socio Economic Development Implementation Plan

The Manager shall develop a Socio Economic Development Plan (the “S/E Plan”) during the Term, and will submit it to the City by May 31, 2024. The S/E Plan will be aligned with the goals and objectives of the Program and will have the following components:

1. Contractor Capacity Development Program. The Manager will define a plan to forge innovative partnerships, to facilitate the building of a labor force within the City for low barrier-to-entry construction and skilled trades.
2. Outreach and Inclusion Program. Increase the participation of Target Class Businesses (defined to mean a business entity that is small business, a minority-owned business, a woman-owned business, a veteran owned-business, or a union business) across all service areas and phases of the Program and meet a minimum of twenty-five percent (25%) participation goals. The plan will define several efforts to be conducted in order to meet the goals, which may include:
 - (a) Hosting outreach event(s) to increase awareness of opportunities for Target Class Businesses under the Program;
 - (b) Participating in conferences, fairs and outreach events related to Target Class Businesses;
 - (c) Advertising requirements, opportunities and support services available to Subcontractors from Target Class Businesses.
 - (d) Establishing a transfer of technology plan that educates and trains Target Class Businesses in specialized technical areas, such as sustainability, green infrastructure, stormwater management technologies and practices;
 - (e) Developing a pre-qualified pool of Subcontractors;
 - (f) Tailoring project contracts and structures so as to recognize the qualifications of Target Class Business Subcontractors and maximize their ability to participate;
 - (g) Incorporating local preference clauses in contracts and the bundling and earmarking of contracts for Target Class Business inclusion; and
 - (h) Participate in small business job fair(s) within the City.
3. Mentor Development Program (Mentor Protege). Enhance the local City workforce by developing a mentor-protege network to enhance the protege firms’ skill levels so they can compete for significant work and increase their participation by leading and filling significant roles for the Work being performed hereunder. The Manager shall develop a network of protégé firms and integrate them into the activities carried out and the opportunities provided.
4. Stakeholder & Community Engagement Program. Provide up-to-date information to City residents and provide a forum to facilitate information exchange and to coordinate

activities pertaining to the development of the Program. The Manager shall define the plan to meet with community organizations based in the City's area each Fiscal Year during the Term to provide an update on the Program.

Schedule 3 – Key Performance Indicators

1. **LSL Cost KPI** – This KPI will be structured as a not-to-exceed price per LSL replaced. The exact cost will be set each year in the Annual Plan. During the annual planning process a detailed budget will be agreed upon by the City and the Manager. If the Manager delivers the scope at or less than the agreed upon budget, then the Manager has earned the performance-based fee for this KPI. Any savings below the agreed upon budget will be used to replace more LSLs.
2. **LSL Implementation Schedule KPI** – This KPI will be tied to replacing a minimum number of lines in a given year, as determined by the agreed upon Annual Plan and adjusted in the Project Book(s) if expected funding availability changes. It will be the Manager’s responsibility to develop an outreach program that generates property owner participation to ensure homeowners and tenants allow access to homes to enable replacement of their lead pipes.
3. **Local Business Utilization KPI** – This KPI will be tied to at least fifty percent (50%) of dollars spent on Construction Work must be awarded to Local Businesses.
4. **Target Class Business Utilization KPI** – This KPI will be tied to a percentage of dollars spent on Construction Work awarded to Target Class Businesses. The following percentages will be the KPI thresholds:
 - Year 1 (contract execution to December 31, 2024) = 20%
 - Year 2 (January 1, 2025 – December 31, 2025) = 30%
 - Years 3 & beyond (beginning January 1, 2026) = 40%
5. **Training Individuals and Businesses KPI** – The purpose of this KPI is to develop contractor capacity that enables the City to remove all ~8,000 LSLs within a five-year period. To accomplish this the Manager may work in partnership with LiUNA, Wisconsin Laborers’ Council District and other organizations to create a workforce development program that trains individuals capable of replacing lead service lines so existing businesses can hire capable employees. Another service the Manager will explore is establishing a contractor development program and recruit existing businesses, such as residential plumbers, that trains them for LSL replacement. For Year 1, the Manager will be awarded this KPI by either recruiting one (1) residential plumber (individual or firm) into the program and/or launching an LSL replacements program within Wisconsin with LiUNA and/or Wisconsin Laborer’s Council District. The KPI metrics for subsequent years will be determined in alignment with each annual plan depending on the volume of lines expected to be replaced each year.

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

ORDINANCE OF COMMON COUNCIL

Amending Section 2.03.020 Definitions, Section 2.03.030 Standards of conduct, Section 2.03.040 Organization and composition of the board, Section 2.03.090 Findings of fact and conclusions--Orders and recommendation, Section 2.03.100 Removal, suspension and censure, Section 2.03.110 Costs; Repealing and recreating Section 2.03.050 Duties of the board, Section 2.03.060 Investigations of complaints, Section 2.03.070 Probable cause of violation, Section 2.03.080 Hearing procedure; and creating Section 2.03.075 Investigative powers.

Committee Action: Ethics Board 4-0

Ordinance Number: 61-5953

Fiscal Impact: None

File Number: 24-0103

Date Introduced: January 23, 2024

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

Add ()

Delete (-----)

Chapter 2.03 – CODE OF ETHICS FOR PUBLIC OFFICIALS AND EMPLOYEES

Section 1. That Section 2.03.020 Definitions is hereby amended to read as follows:

2.03.020 Definitions.

For the purpose of this chapter, the words set out in this section shall have the following meanings:

...

Immediate family means:

(1) An individual's spouse;

(2) An individual's relative by marriage, lineal ascent, lineal descent or adoption, who receives, directly or indirectly, more than 50 percent of his or her support from such individual . . .

...

Internal Revenue Code has the meaning given under Wis. Stats. §71.01(6). §71.02(1)(a) and (2)(b)

...

Official means any ~~official~~ individual holding an elected City office, any candidate for elected City office and all members of boards, commissions or committees appointed by the Mayor or appointed or confirmed by the Common Council.

...

Section 2. That Section 2.03.030 Standards of conduct is hereby amended to read as follows:

2.03.030 Standards of conduct.

- (a) No official/employee shall use his or her public position, ~~or~~ office, or title to obtain financial gain or anything of value for the private benefit of himself or herself or his or her immediate family, or for an organization with which the official/employee is associated.

...

- (c) No official/employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the City. This includes information protected by attorney-client privilege or discussed in closed session. No official/employee may intentionally use or disclose information gained in the course of or by reason of his or her official position or activities in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family or for any other person, if the information has not been communicated to the public or is not public information.

- (d) No official/employee shall use or attempt to use his or her public position, office or title to influence or gain unlawful benefits, advantages or privileges for himself, herself or other person.

...

- (j) No official/employee shall in his or her official capacity do any act or use his or her official title in performing any act, which he or she knows is in excess of his or her lawful authority or which he or she knows he or she is forbidden by law to do in his or her official capacity.

...

Section 3. That Section 2.03.040 Organization and composition of the board is hereby amended to read as follows:

2.03.040 Organization, and composition and authority of the board.

- (a) There is created an ethics board with five members appointed by the Mayor and subject to confirmation by the Common Council. Members should be from diverse segments of the community. Each board member shall be a resident of the City and shall serve without compensation. The term of office shall be five years. Two similarly qualified alternate members may also be appointed by the Mayor and subject to confirmation by the Common Council. The Mayor shall designate such alternate members as first and second alternates. Alternate members shall act with full authority when a member of the board or other alternate member is absent, recuses himself or herself from acting on a complaint before the board, or abstains from voting or acting under this chapter because of a conflict of interest. On the first appointment of the board, board members

shall be appointed for terms of one, two, three, four, and five years respectively. On the first appointment of the board alternates, the first alternate shall be appointed for a term of five years, and the second alternate shall be appointed for a term of two years.

- (b) ~~The members of the board shall select their own chairperson annually and shall adopt such rules as may be necessary to carry out the duties and responsibilities of the board under this chapter. Any rules adopted shall be subject to the approval of the Common Council.~~ The board is empowered to investigate any alleged violation of this chapter upon the properly filed written complaint of a third party. To fulfill such purposes, the board shall have the powers set forth in section 2.03.075 and may prescribe and make available forms for use under this chapter.
- (c) ~~The City Attorney shall furnish the board whatever legal assistance is necessary and proper to carry out its functions. The board or the City Attorney may request the Common Council to authorize special counsel for the board. The board shall be furnished with whatever staff assistance is required to fulfill its duties.~~ Meetings of the board shall be held as needed, except that an annual meeting shall be held on the third Wednesday of January of each year. At such annual meeting, the members of the board shall select their own chairperson and vice-chairperson and may adopt such rules as may be necessary to carry out the duties and responsibilities of the board. Any rules shall be subject to the approval of the Common Council.
- (d) The board may recommend amendments of this chapter to the Common Council.
- (e) Any action or determination of the board requires the affirmative vote of the majority of its members.
- (f) The City Attorney shall furnish the board whatever legal assistance is necessary and proper to carry out its functions. The board or the City Attorney may request the Common Council to authorize special counsel for the board. The board shall be furnished with whatever staff assistance is required to fulfill its duties.
- (g) All documents received in connection with an alleged violation of this chapter are subject to the provisions of the open records law, Wis. Stat. §§19.31 – 19.39. All meetings of the board, including hearings under this chapter, are subject to the provisions of the open meetings law, Wis. Stat. §§19.81 – 19.98.

Section 4. That Section 2.03.050 Duties of the board is hereby repealed and recreated as Section 2.03.050 Advisory opinions.

2.03.050 Advisory opinions.

- (a) Any person who is involved or about to be involved in any matter that could constitute a violation of this chapter may apply to the board in writing for an advisory opinion. Such person shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of this chapter before the advisory opinion is rendered. It is prima facie evidence of intent to comply with this section when a person refers a matter to the board and abides by the advisory opinion, if the material facts are as stated in the opinion request. The board will not issue any opinion on

conduct which may, in the judgment of the board, involve a violation of state or federal law.

(b) No member of the board may make public the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion. Requests for confidential advisory opinions, records obtained or filed in connection with requests for confidential advisory opinions and confidential advisory opinions shall be closed in whole to public inspection pursuant to the open records law. The board may, however, make such records public with the consent of the individual requesting the advisory opinion or the organization or governmental body on whose behalf it is requested. The board may compile or publish summaries of opinions rendered if identification is not made, directly or indirectly of the requestor or of any organization identified in the opinion. A person who makes or reports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion and any records obtained or prepared by the board in connection with the request for an advisory opinion.

(c) Deliberations and actions of the board on a request for an advisory opinion shall be in meetings not open to the public.

Section 5. That Section 2.03.060 Investigations of complaints is hereby repealed and recreated as follows:

2.03.060 Violations and complaints.

(a) Filing of complaints. Any resident of the City, either personally or on behalf of an organization or governmental body, may file a verified complaint, in writing, signed and sworn to under oath, which states the name of any person covered by this chapter, alleged to have committed a violation of this chapter and which sets forth the particulars thereof. The complaint shall be filed with the board in care of the City Clerk. Prior to acceptance of a complaint, the City Clerk shall determine whether or not the complaint is in proper form. If the complaint is not in proper form, the City Clerk shall return it to the complainant for further action. The City Clerk shall forward a copy of a properly submitted complaint and any supporting documents to the board and the respondent within three working days of its acceptance and, upon consultation with the board chairperson, schedule the initial meeting of the board for consideration of the complaint. The City Clerk shall notify the respondent and the complainant in writing of the time and date of the initial meeting of the board.

(b) Time limitation. No action may be taken on any complaint filed more than 12 months after a violation of this chapter is alleged to have occurred.

(c) Initial determination by board. The board shall review a third party complaint at a duly called meeting and determine whether it alleges facts sufficient to constitute a violation of this chapter. If the board determines that the verified complaint does not allege facts sufficient to constitute a violation of this chapter, it shall dismiss the complaint, and notify the complainant and the respondent in writing. If the board determines that the verified complaint alleges facts sufficient to constitute a violation of this chapter, it

may make an investigation with respect to any alleged violation, may proceed directly to order a hearing before the board, or may make a referral to the district attorney's office recommending further investigation and possible prosecution. In the event the board determines to proceed directly to hearing, it shall provide the respondent and the complainant a notice of the date and time of the hearing which shall be commenced within 30 days, unless the respondent petitions for, and the board consents to a later date.

(d) Investigations. The board shall authorize any investigation by resolution which shall state the nature and purpose of the investigation and the actions or activities to be investigated. A copy of the resolution shall be mailed to each respondent identified in the resolution as a subject of the investigation and a general statement of the statutes and ordinances applicable to the investigation. Service of the resolution is complete upon mailing. If the board determines that a verified complaint was brought for harassment purposes or is frivolous, the board will so state.

(e) Contact with board members. No respondent who has been notified that he/she is the subject of an investigation being conducted by the board, or who has been notified that he/she is the subject of a complaint filed with the board or by the board, shall contact, directly or through another person, any board member about his/her case except during a hearing conducted by the board.

Section 6. That Section 2.03.070 Probable cause of violation is hereby repealed and recreated as follows:

2.03.070 Probable cause.

(a) Determination of probable cause. At the conclusion of an investigation, the board shall, in preliminary written findings of fact and conclusions based thereon, make a determination of whether or not probable cause exists to believe that a violation of this chapter has occurred. If the board determines that no probable cause exists, it shall promptly send written notice of such determination to the respondent and, if applicable, to the complainant. If the board determines that there is probable cause for believing that a violation of this chapter has occurred, its preliminary findings of fact and conclusions may contain an order setting a date for a hearing to determine whether a violation of this chapter has occurred and/or a referral to the district attorney's office recommending further investigation and possible prosecution. The board shall serve the preliminary findings of fact and conclusions and the order for hearing, if any, upon the respondent. A hearing ordered under this section shall be commenced within 30 days after the date that it is ordered, unless the respondent petitions for, and the board consents to a later date.

(b) Issuance or amendment of complaint by board. If the board, during the course of an investigation, finds probable cause to believe that a violation of this chapter, other than one contained in the complaint, has occurred, it may amend the complaint, upon its own motion to include such violation. If the complaint is so amended by the board, the board shall send a copy of the amendment to the respondent and complainant within 10 days.

Section 7. That Section 2.03.075 Investigative powers is hereby created to read as follows:

2.03.075 Investigative powers. Pursuant to any investigation or hearing conducted under this chapter, the board has the following powers and authority:

- (a) Require any person to submit, in writing, reports and answers to questions relevant to the proceedings within a specified time period and under oath or as the board may otherwise determine acceptable.
- (b) Administer oaths and require by subpoena, the attendance and testimony of witnesses and the production of documents.
- (c) Order testimony by deposition to be taken before any person designated by the board.
- (d) Pay witnesses fees and mileage in a like manner as set forth in section 814.67, Wis. Stats.
- (e) Retain or designate an investigator to assist the board from a list provided by the City Attorney's Office, based upon the availability of funds.

Section 8. That Section 2.03.080 Hearing procedure is hereby repealed and recreated to read as follows:

2.03.080 Hearing procedure.

- (a) Due process. The board shall conduct a public hearing in accordance with all common law requirements of due process. The respondent or the respondent's representative shall have an adequate opportunity to:
 - (1) Exercise full discovery rights, including adverse examination of witnesses who will testify at the hearing, within a reasonable time before the date of the hearing.
 - (2) Have the board inform the respondent or his/her counsel of exculpatory evidence in its possession.
 - (3) Have witnesses heard.
 - (4) Establish all pertinent facts and circumstances.
 - (5) Question or refute any testimony or evidence, including the opportunity to confront and cross-examine adverse witnesses.
 - (6) Be represented by counsel of his or her choosing at his or her own expense.
 - (7) Upon request of the respondent, have the board issue subpoenas to compel the attendance of necessary witnesses.

- (b) Evidence and burden of proof. Chapters 901 through 911, Wis. Stats., apply to the admission of evidence at the hearing. The board shall not find a violation of this chapter except upon clear and convincing evidence admitted at the hearing. No other burden or standard of proof that may be applicable in civil or criminal proceedings shall apply.

Section 9. That Section 2.03.090 Findings of fact and conclusions—Orders and recommendations is hereby amended to read as follows:

2. 03.090 Findings of fact and conclusions after hearing---Orders and recommendations.

Within seven (7) days after a hearing, the board shall prepare its written findings of fact and conclusions and deliver a copy to the respondent and the complainant advising of its determination as to whether or not a violation of this chapter has occurred. ~~If the board determines that no violation of this chapter has occurred, it shall immediately send written notice of such determination to the accused and to the party who made the complaint.~~ If the board determines that a violation of this chapter has occurred, its findings of fact and conclusions may contain any of the following orders or recommendations:

...

Section 10. That Section 2.03.100 Removal, suspension and censure is hereby amended to read as follows:

Upon receipt of a recommendation from the board that an ~~officer~~ official be censured, suspended or removed from office ... but no ~~officer~~ official subject to a civil service or to a Police and Fire Commission law ...

Section 11. That Section 2.03.110 Costs is hereby amended to read as follows:

- (a) If the board finds that a complaint filed under this chapter was ~~willful~~ willful and malicious and without probable cause, the expenses of investigation and hearing of any such complaint by the board and the reasonable costs of defense of the respondent shall be paid the responsibility of and borne by the person making the complaint. ~~In all other cases such expenses shall be paid by the City.~~ The City shall pay the respondent for the reasonable cost of his or her defense upon assigning to the City any cause or action he or she may have for malicious prosecution against the complainant.
- (b) If any board proceedings are discontinued or dismissed or are determined favorably to a respondent ~~an official/employee~~, the City shall pay all reasonable expenses which the ~~official/employee~~ respondent necessarily expended by reason of such proceedings.

Section 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 13. This ordinance shall be in full force and effect on the day after its publication.

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

ETHICS BOARD

Time and Place: Monday May 23, 2022 @ 3:00 pm, City Hall (407 Grant St.) – Council Chambers
Members Present: Doug Hosler, Calvin Dexter, Robyn DeVos, Brian Mason, and Kay Palmer
Others Present: Attorney Anne Jacobson, Mary Goede

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The meeting was called to order by Acting Chair Doug Hosler at 4:00 pm. Roll Call indicated all 5 members present.

(1) Discussion and possible election of Chair and Vice Chair

Doug Hosler indicated he was willing to continue as chair, but noted his term would end in December. He felt the chairperson position should be limited to two years and they should alternate.

Motion by DeVos, seconded by Palmer to nominate Doug Hosler as Chair. Doug Hosler was elected to Chair 4-0, with one abstention.

Motion by Dexter, seconded by DeVos to nominate Kay Palmer to Vice-Chair. Kay Palmer was elected to Vice Chair 5-0.

(2) Approve minutes of the March 28, 2022 Meeting

Motion by Dexter, second by Mason to approve the minutes. Motion carried 5-0.

(3) Discussion and possible action approving response to request from Attorney O'Connor in letter received March 30, 2022

Anne Jacobson stated Attorney O'Connor's letter is in the meeting packet because it is public record, however, she did not have any open session discussion.

(4) CLOSED SESSION pursuant to 19.85(1)(g), Wisconsin Statutes, conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding response to letter received March 30, 2022

Motion by Hosler, second by Palmer to convene into Closed Session. Roll Call Vote: Ayes: Mason, Palmer, DeVos, Dexter, and Hosler. Motion carried unanimously. *The Board convened in Closed Session in the Maple Room.*

RECONVENED into Open Session

Jesse Kearns, Alternate Board Member, entered the meeting to observe.

(5) Discussion regarding recommendations to staff for procedural changes warranting ordinance amendments

Calvin Dexter questioned whether the board can legally make suggestions or recommendations to the City Council regarding changes to the Ethics Code rather than just make decisions on a complaint that comes before us.

Doug Hosler stated it was his understanding this item was on the agenda for the board to make suggestions on possible changes we'd like to see made to the ordinance to the City Attorney's Office, not the Council, based on our experiences going through the process of a filed complaint.

Anne Jacobson stated her office was currently in the process of amending the code where it is ambiguous and/or duplicative, etc., so this would be a good time to hear from the board regarding issues they struggled with, such as having to start and stop with multiple meetings.

Robyn DeVos commented the Declaration of Policy itself had good language and she did not think it needed any changes, but the Standards of Conduct does not necessarily match that original Declaration.

Dexter indicated he still had a real concern with Paragraph J of the Standards of Conduct (below) and Jacobson agreed it was too broad.

(j) No official/employee shall in his or her official capacity do any act which he or she knows is in excess of his or her lawful authority or which he or she knows he or she is forbidden by law to do in his or her official capacity.

She suggested that it read “purporting” to act in their official capacity.

Discussion took place regarding clarification of “verified complaints” and investigation language that was confusing. Doug Hosler commented he would like to have a basic flow chart on the process for the board to use. Jacobson indicated she wouldn’t incorporate a chart into the ordinance, but it could be a Board Rule.

Dexter suggested putting together some guidelines on recusal, which he felt should be strictly voluntary for the member. He indicated he had been working on a rough draft of it that he thought may be helpful. He didn’t believe it needed to be a rule but could be a resource for guidance. He indicated it was based on a recusal statute for judges and he was willing to share it with the board.

A question was proposed as to whether elected officials for the city have general expectations of conduct. Anne Jacobson stated there are Council Rules enacted by ordinance, but has very little about conduct; however, there are Core Values established for both elected officials and employees.

Anne Jacobson suggested the board individually send suggestions to her office and the staff will work on them and provide a draft to review at a future meeting.

(6) Next meeting

Will be set

.

Adjournment

Motion to adjourn by Mason, seconded by DeVos. Motion passed unanimously. Meeting adjourned at 4:35 pm.

Respectfully Submitted,
Mary Goede, Deputy Clerk

ETHICS BOARD

Time and Place: Monday September 11, 2023 at 3:00 p.m., City Hall (407 Grant St.) – Board Room
Members Present: Doug Hosler, Calvin Dexter, Robyn DeVos, Brian Mason, and Kay Palmer
Others Present: Tara Alfonso, Tegan Troutner, Mary Goede, Kody Hart, Jesse Kearns

In compliance with Wis. Stat. § 19.84, notice of this meeting was duly posted and sent to the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 3:02 p.m., Acting Chairperson Hosler called the meeting to order.

(1) Discussion and possible election of Chair and Vice Chair

Motion by Palmer, seconded by DeVos, to defer the election of the Chair and Vice Chair to the next annual meeting in January. Motion carried 5-0.

(2) Approve minutes of the May 23, 2023 Meeting

Motion by DeVos, second by Dexter, to approve the minutes. Motion carried 5-0.

(3) Discussion and possible action on amendments to Chapter 2.03 Code of Ethics for Public Official and Employees

Assistant City Attorney Tara Alfonso explained she prepared a draft with the things she thought should be changed, focusing primarily on the procedural items. She indicated Chair Doug Hosler previously reviewed it and added his own comments for regulating behavior or conduct of alderpersons versus ethical financial conflicts. She noted state law sets forth these financial gain corruption type items. She felt if this board's recommendation is to prohibit certain behaviors or other kinds of conduct, they will have to look very carefully at it because trying to regulate behavior/conduct, such as personal antagonisms and public responsibilities, is very vague. She questioned what kind of due process standard would be applied.

Alfonso noted there are two communities, Green Bay and Eau Claire, that have an actual Code of Conduct for officials which is separate from the Ethics Ordinance. It provides that if someone does something that offends another alderperson, the Code of Conduct asks that person raise a Point of Privilege or Point of Order at a meeting and the mayor or council president could address it to decide if it is inappropriate and the person who made the comment can either apologize or not. They also set forth an option for professional mediation between the parties; and a third option is censure, which is a more formal process. She felt the Council might have a lot of thoughts on this and may or may not want to do it. She commented she would hate to see some of the substantive procedural things that really need to be done get bogged down by this, but it is another way they could approach it.

Calvin Dexter commented he was more concerned about ethics which involve corruption and conflicts of interest than he was in how members of the city council conduct themselves during meetings. He felt the Council should address matters of decorum for themselves. He indicated he would like to concentrate on the Code of Ethics, which he did not believe was intended to be only financial conflicts of interest and financial corruption, but unlawful conduct should also qualify.

Alfonso pointed out The Code of Conduct for Green Bay covers more than just their council meeting behavior. It also addresses elected officials conduct with one another; with city staff; towards the public; outside public meetings; contact with public agencies; with boards and commissions; and with media.

Brian Mason also felt the board should stay in the "ethics lane" at this point and concentrate on the draft ordinance.

The board began a review of the draft ordinance and made the following motions:

Motion by Dexter, seconded by DeVos, to revise the ordinance to replace the word or variations of the word "accused" with the word or variations of the word "respondent" and include the word or variations of the word "complainant" in place of any person filing an ethics complaint where appropriate, and add a definition in Chapter 2.03.030 for unlawful as any act or omission prohibited by statute, ordinance, regulation, or violates common law. Motion carried 5-0.

Motion by DeVos, seconded by Dexter, to not accept proposed change in Chapter 2.03.010 (a) - "and avoid conflicts between personal antagonism and public responsibilities." Motion carried 4-1, Hosler voting no.

Motion by Dexter, seconded by DeVos, to add the word “harm” in Chapter 2.03.030 (a) to read “... to damage or harm another...” and to add the phrase “unlawfully damaging or harming another person” in Chapter 2.03.030 (c) to read “... that could result in unlawfully damaging or harming another person, the receipt of anything...” Motion carried 5-0.

Motion by DeVos, seconded by Palmer, to revise Chapter 2.03 to use consistently throughout the section to the words “public position, office, or title,” where appropriate. Motion carried 5-0.

Motion by Dexter, seconded by DeVos, to revise Chapter 2.03.030 (d) to read “... to damage or harm another person.” Motion carried 5-0.

Motion by Dexter, seconded by DeVos, to accept the alternative revision of Chapter 2.03.030 (j) and revise the revision to delete all the words after the phrase “or which he or she knows is” and add the word “unlawful.” Motion carried 5-0.

Motion by DeVos, seconded by Dexter, to not accept proposed change in Chapter 2.03.030 (m) – “or to grant less than that which is available to every other person.” Motion carried 5-0.

Motion by Dexter, seconded by DeVos, to remove the phrase “because of a conflict of interest,” in Chapter 2.03.040 (a). Motion carried 5-0.

Consensus was to set another meeting for Monday, October 2, 2023, at 2:00 pm, to conclude the review.

Alfonso indicated she would work on language for alternate board members regarding maintaining and/or achieving a quorum and bring it back to the next meeting.

Adjournment

Motion to adjourn by Mason, seconded by DeVos. Motion carried unanimously. Meeting adjourned at 4:32 pm.

Respectfully Submitted,
Mary Goede, Deputy Clerk
Kody Hart, Deputy Clerk

ETHICS BOARD

Time and Place: Monday October 2, 202, at 3:00 p.m., City Hall (407 Grant St.) – Board Room
Members Present: Doug Hosler, Calvin Dexter, Robyn DeVos, and Kay Palmer
Members Absent: Brian Mason
Others Present: Tara Alfonso, Mary Goede, Kody Hart

Noting the presence of a quorum, at approximately 2:01 p.m., Acting Chairperson Hosler called the meeting to order.

(1) Approve minutes of the September 11, 2023 meeting

Previous minutes listed the incorrect vote for the motion by DeVos, seconded by Dexter, to not accept proposed change in Chapter 2.03.010 (a) - “and avoid conflicts between personal antagonism and public responsibilities,” as Hosler voted no and should be recorded as such. Motion by DeVos, seconded by Palmer, to approve the minutes as amended. Motion carried 4-0.

(2) Discussion and possible action on the issues the board had with Chapter 2.03.040 at the last meeting

Motion by Dexter, seconded by DeVos, to add after the words “or other alternate member is absent,” “or recuses himself or herself from acting on a complaint before the board,” in Chapter 2.03.040 (a). Motion carried 3-1, Hosler voting no.

Hosler stated that the word complaint is too specific and that there should be an allowance for Ethics Board members to recuse themselves from items discussed beyond a complaint such as motions.

3 Discussion and possible action on amendments to chapter 2.03 Code of Ethics for Public Officials and Employees

Motion by Dexter, seconded by Palmer, to add after the words “,shall contact,” “directly or through another person,” in Chapter 2.03.060 (e). DeVos stated concerns as to the difficulty to track who the other persons would be in addition to questions on enforcement. Motion rejected 2-2, DeVos and Hosler voting no.

Motion by Dexter, seconded by Palmer, to add that respondents should also be sent a copy of the issuance or amendment of complaints and outline that in Chapter 2.03.070 (b). Motion carried 4-0.

Motion by Dexter, seconded by DeVos, to rephrase Chapter 2.03.075 to be named “Investigation Powers.” Motion carried 4-0.

Motion by Dexter, seconded by DeVos, to add at the end of the paragraph “For purposes of determining whether a violation of this chapter occurred based in whole or in part on unlawful conduct by the respondent, any different burden or standard of proof that may be applicable in civil or criminal proceeding will be inapplicable,” in Chapter 2.03.080 (b). Motion carried 4-0.

Motion by DeVos, seconded by Dexter, to remove entirely Chapter 2.03.095 Changes Recommended by Board. DeVos stated that the language is duplicative and was outside the scope of the Ethics Board. Dexter stated opposition as the included language codifies what has already occurred on the Ethics Board in which an unethical action, while not explicitly against the ethics code, should be recommended to be part of that code. Motion rejected 1-3, Hosler, Palmer, Dexter voting no.

Motion by Dexter, seconded by DeVos, to change the word “shall” to “may” in Chapter 2.03.095 and accept the change as amended. Motion carried 4-0.

Motion by DeVos, seconded by Palmer, to forward for recommendation to the Common Council on the amendments to Chapter 2.03 Code of Ethics for Public Officials and Employees as amended. Motion carried 4-0.

Discussion and possible action on the question of whether to ask that our Alternate #2 be changed to Alternate #1

Motion by Palmer, seconded by DeVos, to recommend that Alternate #2, Jesse Kerns, be appointed by the Mayor to Alternate #1. Motion carried 4-0.

Discussion of topics for future meetings, if any

Hosler suggested that the next meeting should occur at the annual meeting, on the third Wednesday of January of

each year, should the recommendation to the Common Council on the amendments to Chapter 2.03 be accepted.

Dexter suggested that a future discussion should be on recusal guidelines.

Adjournment

Motion to adjourn by DeVos, seconded by Palmer, to adjourn. Motion carried. Meeting adjourned at 3:12 p.m.

Respectfully Submitted,
Mary Goede, Deputy Clerk
Kody Hart, Deputy Clerk

DRAFT



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

To: Common Council
From: Tara G. Alfonso, Asst. City Attorney 
Date: December 13, 2023
Re: Comments on proposed amendment to W.M.C. ch. 2.03, Code of Ethics for Public Officials and Employees

- In 2022, the Ethics Board was convened to consider a complaint filed against an alderperson who was serving as a City elected official at that time. The consideration of the complaint, which ultimately went through a full due process hearing, revealed certain procedural aspects of the current ordinance found at W.M.C. ch. 2.03, which the Board members felt were cumbersome and could benefit from streamlining.
- The proposed draft amendments to W.M.C. ch. 2.03 seek to make procedures for requesting advisory opinions, consideration and disposition of complaints, and certain other matters, clearer and less cumbersome.
- The proposed draft amendments do not seek to substantively change or alter the types of conduct which fall within the parameters of the ordinance. Were the Common Council to wish to undertake a thorough review and potentially develop additional standards of conduct for employees and officials, it is recommended that the matter be taken up separately.
- The proposed draft amendments to W.M.C. ch. 2.03 were reviewed by the Ethics Board at duly noticed meetings on September 11, 2023, and May 23, 2023. Minutes from those meetings are included. The recommendations of the Ethics Board have been included in the proposed amendment to W.M.C. ch. 2.03 with certain exceptions as follows which have not been incorporated as not being recommended by this office:
 - Changes suggested to Section 2.03.030:
 - Add a definition in Section 2.03.030 defining “unlawful.”
 - Add the word “harm” to Section 2.03.030(a) to read “...to damage or harm another...”
 - Add the phrase “unlawfully damaging or harming another person” in Section 2.03.030(c) to read “...that could result in unlawfully damaging or harming another person, the receipt of anything...”

- Add to Section 2.03.030(d) “to damage or harm another person.”
- Add to Section 2.03.030(j) the word “unlawful.”

These changes are not recommended as words such as “damage” or “harm” are likely unconstitutionally vague, notwithstanding an attempt to add a definition of “unlawful.” Further, there are other more appropriate venues for prosecution, adjudication, and administration of penalty for violations of federal, state, and local law than a municipal ethics board such as federal, state and municipal courts.

- Inclusion of a new Section 2.03.095 Changes recommended by the Board.¹ The language of such a section would be redundant to the proposed language of new Subsection 2.03.040(d) which provides that the board may recommend amendments of this chapter to the Common Council. Furthermore, no ordinance is necessary in order to request the City Attorney to raise a concern to the Common Council, a Standing Committee, the Council President or the Mayor for consideration by the body.

¹ 2.03.095 Changes recommended by board. If the board unanimously finds that an action of an official or employee is contrary to the Declaration of Policy without technically violating any specific section outside of that Declaration of Policy and the board unanimously finds that the act both violates the trust the community would reasonably have in its city officials and city employees and would lower the public status of those who are peers of the accused, the board shall submit to the City Attorney a request for a restatement of an item on the list of proscribed actions in section 2.03.030 or for an addition to that list – either of which would capture what the board unanimously found unethical but could not charge the accused with committing. This change would be submitted to the Common Council for approval or rejection.

Chapter 2.03 CODE OF ETHICS FOR PUBLIC OFFICIALS AND EMPLOYEES

2.03.010 Declaration of policy.

- (a) Moral and ethical standards among City public officials and employees are essential to the conduct of representative government; and, the Common Council believes that a code of ethics, to establish standards of conduct for government officials and employees by setting forth those acts or actions that are incompatible with the impartial and responsible exercise of the public trust and avoid conflicts between personal interests and public responsibilities, will improve the quality and integrity of public service and promote, strengthen and nurture the faith and confidence of the citizens of this community in their public officials and employees.
- (b) This code does not prevent any official/employee from accepting other employment or following any pursuit, which in no way interferes with the full and faithful discharge of his or her public duties. The Common Council recognizes that citizens who serve the City as public officials/employees retain their rights as citizens to interest of a personal or economic nature; that standards of ethical conduct for public officials/employees of the City need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those conflicts which are substantial and material; and, that City officials/employees may need to engage in employment, professional or business activities, other than official duties, in order to support themselves and/or their families, to maintain a continuity of professional or business activity or may need to maintain investments, when activities or investments do not conflict with the specific provisions of this section.

(Ord. 61-4706 §1(Exh. A)(part), 1990.)

2.03.020 Definitions.

For the purpose of this chapter, the words set out in this section shall have the following meanings:

Anything of value:

- (1) Means any money, property, favor, service, payment, advance, forbearance, loan, guarantee of loan or promise of future employment;
- (2) Includes, without restriction by enumeration, tickets, passes, admission offered and provided by sponsors or organizations doing business with the City;
- (3) Shall not preclude an official/employee from attending programs or events sponsored by an agency of City government to which an official/employee shall attend or participate in the course of official/employee duty, and it shall not include political contributions which are reported under Wis. Stats. ch. 111, or hospitality extended for a purpose unrelated to City business by a person other than an organization;
- (4) Shall not include fees, honorariums, compensation or reimbursement of expenses, provided reimbursement does not exceed \$100.00 for a published work, meeting, presentation of a paper, talk or demonstration. If the value of the above exceeds \$100.00, the official/employee shall report such receipt to the board, with a brief report of the event concerned. The report shall be made within 60 days of its receipt.

Associated when used with reference to an organization, means any organization in which an individual or a member of his or her immediate family is a director, officer or trustee, or owns or controls, directly or indirectly, at least ten percent of the outstanding equity, voting rights or indebtedness, whether individually or in the aggregate.

Board means the Ethics Board.

City means the City of Wausau.

Employee means any person excluded from the definition of an official who is employed by the City.

Financial interest means any interest, which yields a monetary or other material benefit to the official/employee or to any person employing or retaining the services of the official/employee.

Gift means the payment or receipt of anything of value without valuable consideration.

Immediate family means:

- (1) An individual's spouse;
- (2) An individual's relative by marriage, lineal descent or adoption, who receives, directly or indirectly, more than 50 percent of his or her support from such individual or from whom such individual receives, directly or indirectly, more than 50 percent of his or her support.

Income has the meaning given under section 61 of the Federal Internal Revenue Code.

Internal Revenue Code has the meaning given under Wis. Stats. § 71.02(1)(a) and (2)(b).

Ministerial action means an action performed in a prescribed manner in obedience to the mandate of legal authority without regard to the exercise of judgment as to the propriety of the action being taken.

Official means any official holding an elected City office, any candidate for elected City office and all members of boards, commissions or committees appointed by the Mayor or Common Council.

Organization means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, unincorporated association, receivership, trust or any legal entity organized for profit, other than an individual or government entity.

Payor means any person providing anything of value to the official/employee, and his or her spouse.

Person means any individual, person or organization.

(Ord. 61-4706 §1(Exh. A) (part), 1990.)

2.03.030 Standards of conduct.

- (a) No official/employee shall use his or her public position or office to obtain financial gain or anything of value for the private benefit of himself or herself or his or her immediate family, or for an organization with which the official/employee is associated.
- (b) No official/employee shall solicit or accept from any person, directly or indirectly, anything of value, if it could reasonably be expected to influence the official's vote, official/employee actions or judgments, or could reasonably be considered as reward for any official/employee action or inaction on the part of the official/employee. This subsection does not prohibit an official/employee from engaging in outside employment or his or her normal course of business.
- (c) No official/employee shall intentionally use or disclose information gained in the course of or by reason of his or her official position or activities in any way that could result in the receipt of anything of value for himself or herself, for his or her immediate family or for any other person, if the information has not been communicated to the public or is not public information.

-
- (d) No official/employee shall use or attempt to use his or her public position to influence or gain unlawful benefits, advantages or privileges for himself, herself or other person.
 - (e) No official/employee and no organization in which an official/employee or a member of his or her immediate family is associated shall enter into a contract with the City, for more than \$3,000.00 per year, without first disclosing it at and entering it into the minutes of the meeting of the appropriate governmental body. Any contract or lease entered into in violation of this subsection may be voided by the City in an action commenced within three years of the date on which the board or the department or official/employee acting for the City, in regard to the allocation of City funds from which payment is derived, knew or should have known that a violation of this subsection occurred. This subsection does not affect the application of Wis. Stats. § 946.13.
 - (f) An official/employee may appear on behalf of and may make inquiries for information for a person before any City employee, department, board, commission or other agency, only if the official/employee receives no compensation therefor beyond the salary and other compensation or other reimbursement due which the official/employee is entitled by law.
 - (g) No official/employee shall engage in or accept private employment or act in regard to any financial interest, direct or indirect, which is incompatible with the proper discharge of his or her official/employee duties, if it could reasonably be expected to influence the official's vote, official/employee actions or judgment or could reasonably be expected to influence the official's vote, official/employee actions or judgment or could reasonably be considered as a reward for any official/employee action or inaction on the part of the official/employee, unless otherwise permitted by law and unless disclosure is made, as hereinafter provided.
 - (h) No official/employee shall, for compensation, act on behalf of any person other than the City, in connection with any judicial or quasi-judicial proceeding or matter which might give rise to a judicial or quasi-judicial proceeding in which the official/employee has at any time participated personally in his official/employee capacity.
 - (i) No official shall vote on any matter when the official or the official's immediate family has a personal financial interest.
 - (j) No official/employee shall in his or her official capacity do any act which he or she knows is in excess of his or her lawful authority or which he or she knows he or she is forbidden by law to do in his or her official capacity.
 - (k) No official/employee, without Common Council authorization, shall use or permit the use of any City property for personal convenience, use or profit.
 - (l) No former official shall, for compensation, for 12 months following the date on which he or she ceases to be an official, act on behalf of any person other than the City in connection with any judicial or quasi-judicial proceeding or matter which might give rise to a judicial or quasi-judicial proceeding in which the former official participated personally and substantially as a City official.
 - (m) No official/employee shall grant special consideration, treatment or advantage to any person, beyond that which is available to every other person.
 - (n) This section does not prohibit an official/employee of the City from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual necessary expenses, or prohibit an official/employee from taking official action with respect to any proposal to modify City ordinances or resolutions.

(Ord. 61-4706 §1(Exh. A)(part), 1990.)

2.03.040 Organization and composition of the board.

- (a) There is created an ethics board with five members appointed by the Mayor and subject to confirmation by the Common Council. Members should be from diverse segments of the community. Each board member shall be a resident of the City and shall serve without compensation. The term of office shall be five years. Two similarly qualified alternate members may also be appointed by the Mayor and subject to confirmation by the Common Council. The Mayor shall designate such alternate members as first and second alternates. Alternate members shall act with full authority when a member of the board or other alternate member is absent or abstains from voting or acting under this chapter because of a conflict of interest. On the first appointment of the board, board members shall be appointed for terms of one, two, three, four, and five years respectively. On the first appointment of the board alternates, the first alternate shall be appointed for a term of five years, and the second alternate shall be appointed for a term of two years.
- (b) The members of the board shall select their own chairperson annually and shall adopt such rules as may be necessary to carry out the duties and responsibilities of the board under this chapter. Any rules adopted shall be subject to the approval of the Common Council.
- (c) The City Attorney shall furnish the board whatever legal assistance is necessary and proper to carry out its functions. The board or the City Attorney may request the Common Council to authorize special counsel for the board. The board shall be furnished with whatever staff assistance is required to fulfill its duties.

(Ord. 61-4706 §1(Exh. A)(part), 1990.)

(Ord. No. 61-5901 , § 1, 2-8-2022)

2.03.050 Duties of the board.

Duties of the board are set out as follows:

- (a) Prescribe and make available forms for use under this chapter;
- (b) Accept and file any information related to the purposes of or required by this chapter;
- (c) Investigate any violation of this chapter on its own motion or upon complaint properly filed with it;
- (d) Maintain a record of its investigation, inquiries and proceedings. The findings of the board shall be public records;
- (e) Any person who is involved or about to be involved in any matter that could involve conduct prohibited by this chapter, or could result in a material conflict of interest on his or her part, may apply to the board for an advisory opinion. The board will not issue any opinion on conduct which may, in the judgment of the board, involve a violation of state or federal law. Such person may be guided by the opinion rendered by the board and the board is prohibited from issuing any complaint against any such person who acts in accordance with the opinion. Such person shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of this chapter before the advisory opinion is rendered. A material conflict of interest on the part of any person is deemed to exist whenever the person's action or failure to act could reasonably be expected to produce or assist in producing a substantial benefit, directly or indirectly, for the person or his or her immediate family or an organization with which he or she is associated or the matter in question is one in which the official/employee, in his or her private capacity, or a member of his or her immediate family or an organization with which he or she is associated, has a substantial interest;
- (f) Records obtained in connection with a request for an advisory opinion, other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions, or

organizations on whose behalf they are requested, are not open for public inspection. The board may, however, make such records public with the consent of the individual requesting the advisory opinion or the organization or governmental body on whose behalf it is requested. A person who makes or reports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an advisory opinion and any of the records obtained or prepared by the board, in connection with the request for an advisory opinion.

- (g) Records obtained or prepared by the board, in connection with an investigation, are not open for public inspection, except that the board shall permit inspection of records that are made public in the course of hearing by the board to determine if a violation of this chapter has occurred. Whenever the board refers such investigation and hearing records to the City or a District Attorney, they may be made public in the course of a prosecution;
- (h) Maintain a current list of persons doing business in or engaged in transaction with or affecting the City for use by officials/employees.

(Ord. 61-4706 §1(Exh. A)(part), 1990.)

2.03.060 Investigation of complaints.

- (a) The board shall accept from any individual, either personally or on behalf of an organization or governmental body, a verified complaint, in writing, signed and sworn to under oath, which states the name of any person alleged to have committed a violation of this chapter and which sets forth the particulars thereof. The board shall forward to the accused, within ten days, a copy of the complaint and a general statement of the applicable ordinances with respect to such verified complaint. If the board determines that the verified complaint alleges facts sufficient to constitute a violation of this chapter, it may make an investigation with respect to any alleged violation. If the board determines that the verified complaint was brought for harassment purposes, the board shall so state.
- (b) The board shall investigate any complaint properly filed with it. Pursuant to any investigation conducted under this section, the board has the power:
 - (1) To require any person to submit in writing such reports and answers to questions relevant to the proceedings conducted under this section, as the board may prescribe, such submission to be made within such period and under oath, or otherwise, as the board may determine;
 - (2) To administer oaths and require, by subpoena issued by it, the attendance and testimony of witnesses and the production of any documentary evidence relating to the investigation or hearing being conducted;
 - (3) To order testimony to be taken by deposition before any person, who is designated by the board, and has the power to administer oaths, and, in such instances, to compel testimony and the production of evidence in the same manner as authorized by subsection (b)(2) of this section;
 - (4) To pay witnesses the same fees and mileage as are paid in like circumstances by the courts of Wisconsin.
- (c) Following the receipt of a verified complaint or upon the receipt of other information, whether or not under oath, that provides a reasonable basis for the belief that a violation of this chapter has been committed, or that an investigation of a possible violation is warranted, the board may investigate the circumstances concerning the possible violation. No investigation of any person may be commenced until it has been authorized by the board, by a majority vote, and until the person, who is the subject of the investigation, has been notified of the investigation, pursuant to subsection (c)(3) of this section. During the course of an

investigation, if the board finds probable cause to believe that a violation of this chapter has occurred, it may:

- (1) If no verified complaint has been filed, upon its own motion, make a verified complaint, which shall be in writing, shall state the name of the person who is alleged to have committed a violation of this chapter and shall set forth the particulars thereof. Within ten days, the board shall forward to the accused a copy of the complaint and a specific statement enumerating the source or sources of information on which the complaint is based.
- (2) If a verified complaint has been filed and the board finds probable cause to believe that a violation of this chapter, other than one contained in the complaint, has occurred, it may amend the complaint upon its own motion, to include such violations. If the complaint is so amended by the board, a copy of the amendment shall be sent to the person complained of within 48 hours.
- (3) As soon as it becomes apparent to the board that there exists probable cause for the belief that a particular person has committed a violation of this chapter, the board shall notify the alleged violator, by mailing a copy of a notice informing the alleged violator that such person is the subject of the investigation authorized by the board, and a general statement of the applicable ordinances with respect to such investigation. Service of the notice is complete upon mailing.
- (4) No action may be taken on any complaint, which is filed later than three years after a violation of this chapter is alleged to have occurred.

(Ord. 61-4706 §1(Exh. A)(part), 1990.)

2.03.070 Probable cause of violation.

At the conclusion of this investigation, the board shall, in preliminary written findings of fact and conclusions based thereof, make a determination of whether or not probable cause exists to believe that a violation of this chapter has occurred. If the board determines that no probable cause exists, it shall immediately send written notice of such determination to the accused and to the party who made the complaint. If the board determines that there is probable cause for believing that a violation of this chapter has been committed, the preliminary findings and fact and conclusions may contain:

- (a) A recommendation for prosecution, which shall be referred to the City Attorney or District Attorney, as appropriate;
- (b) An order setting a date for hearing before the board to determine whether a violation of this chapter occurred. Such order shall be served upon the accused. A hearing ordered under this subsection shall be commenced within 30 days of the date it is ordered, unless the accused petitions for and the board consents to a later date.

(Ord. 61-4706 §1 (Exh. A)(part), 1990.)

2.03.080 Hearing procedure.

During any investigation and during any hearing which is conducted to determine whether a violation of this chapter has occurred, the person under investigation or the accused may be represented by counsel of his or her choosing and the accused or his or her representative, if any, shall have an opportunity to challenge the sufficiency of any complaint, which has been filed against him or her, to examine all documents and records obtained or prepared by the board in connection with the matter heard, to bring witness, to establish all pertinent facts and circumstances, to question or refute testimony or evidence, including the opportunity to confront and cross examine adverse witnesses. During any hearing conducted by the board to determine whether a violation of this

chapter has occurred, all evidence, including certified copies or records, which the board considers, shall be fully offered and made a part of the record in the proceedings. Upon request of the accused, the board shall issue subpoenas to compel the attendance of necessary witnesses. The standards of evidence and the burden of proof applicable to civil forfeiture actions shall apply to hearings under this section. A hearing shall not be held with less than four members in attendance for the entire hearing. The board shall make a determination upon such evidence submitted by an affirmative vote of at least three members present at the hearing.

(Ord. 61-4759 § 1(part), 1991; Ord. 61-4706 § 1(Exh. A)(part), 1990.)

2.03.090 Findings of fact and conclusions—Orders and recommendations.

If the board determines that no violation of this chapter has occurred, it shall immediately send written notice of such determination to the accused and to the party who made the complaint. If the board determines that violation of this chapter has occurred, its findings of fact and conclusions may contain one or more of the following orders or recommendations:

- (a) In the case of any appointed officer or employee, a recommendation that he or she be censured, suspended or removed from office or employment. Such recommendation shall be made to the appropriate authority which may censure, suspend or take action to remove the official/employee from office or employment;
- (b) In the case of an elected City officer, a recommendation that the officer be censured, suspended or removed from office. Such recommendation shall be made to the Common Council;
- (c) In the case of a Municipal Justice, a recommendation that the justice be reprimanded, censured, suspended or removed from office. Such recommendation shall be sent to the Wisconsin Supreme Court and to the City of Wausau Common Council;
- (d) An order requiring the official/employee to conform his or her conduct to this chapter;
- (e) An order requiring the official/employee to forfeit not less than \$100.00 or more than \$1,000.00, for each violation of this chapter. The City Attorney, when so requested by the board, shall institute proceedings to prosecute and recover any forfeiture incurred under this section, which is not paid by the person against whom it is assessed;
- (f) Such other recommendation or order as may be necessary and appropriate and as consistent with the intent and purposes of this chapter.

(Ord. 61-4759 § 1(part), 1991; Ord. 61-4706 § 1(Exh. A)(part), 1990.)

2.03.100 Removal, suspension and censure.

Upon receipt of a recommendation from the board that an officer be censured, suspended or removed from office, the appropriate appointing authority or Common Council, as the case may be, may proceed in accordance with procedures outlined in the Municipal Code and/or state statutes; but no officer subject to a civil service or to a Police and Fire Commission law, or whose removal is governed by such law, shall be censured, suspended or removed otherwise than as therein provided.

(Ord. 61-4706 § 1(Exh. A)(part), 1990.)

2.03.110 Costs.

- (a) If the board finds that a complaint filed under this chapter was wilful and malicious and without probable cause, the expenses of investigation and hearing of any such complaint by the board shall be paid by the person making the complaint. In all other cases such expenses shall be paid by the City.
- (b) If any board proceedings are discontinued or dismissed or are determined favorably to an official/employee the City shall pay all reasonable expenses which the official/employee necessarily expended by reason of such proceedings.

(Ord. 61-5138 §1, 2001, File No. 90-0317; Ord. 61-4706 §1(Exh. A)(part), 1990.)

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

RESOLUTION OF THE AIRPORT COMMITTEE

Recommending that the Common Council authorize staff to send a letter to the City of Schofield regarding the installation of an unauthorized improvement to Radtke Point Park.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 24-0105

Date Introduced: January 23, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, at the December 13, 2023 Airport Committee meeting, the Airport Committee became aware that the City of Schofield installed a gazebo at Radtke Point Park without prior authorization from the City of Wausau as required in the Lease Agreement dated May 10, 2022; and

WHEREAS, the Airport Committee recommends that the Common Council authorize staff to draft and send a letter, following legal review, to the City of Schofield informing them that the gazebo was installed without the authorization of the City of Wausau; the City of Wausau can remove the gazebo at any time; if the BOA or the FAA determine the gazebo interferes with airport operations, it must be removed; and if the City of Schofield wishes to make any more improvements to Radtke Point Park, they must provide 60 day notice to airport staff.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, December 13, 2023 @ 6:00 P.M., Wausau Downtown Airport

Members Present: Lisa Rasmussen (C), Doug Diny (VC), Pat Peckham, Ed Merchant

Members Absent: Lou Larson, Carol Lukens, Dennis Seitz (present by phone but not counted as quorum)

Others Present: John Chmiel, Tegan Troutner, Karl Kemper

The Airport Committee meeting was called to order by Chairperson Lisa Rasmussen at 6:00 P.M.

Discussion And Possible Action Regarding Approval Of Proposed Gazebo 20'X40'X12'tall Installed By The City Of Schofield At Radtke Point Park.

Staff recommended writing a letter to the City of Schofield indicating that if an audit by the Wisconsin Department of Transportation's Bureau of Aeronautics (BOA) or the Federal Aviation Administration (FAA) indicates that the structure is an issue with airport operation, the gazebo will need to be removed. Staff also recommended including in the letter that the City of Wausau can take the gazebo down at anytime as the park is in a land lease and the structure is considered as an improvement.

Rasmussen requested that language be included in the letter to state that future modifications to Radke Point Park require a 60-day notice to airport staff.

Merchant requested that language be included in the letter that the gazebo was not approved by the City of Wausau.

Motion by Peckham, seconded by Diny, to direct staff to issue the appropriate communication per the requests and recommendations outlined to the City of Schofield following legal review. Motion carried 4-0.

Office of the City Attorney

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



Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan M. Troutner
Assistant City Attorney

To: Airport Committee Members
From: Tegan M. Troutner, Deputy City Attorney
Date: January 12, 2023
Re: Decision on December 13, 2023 for staff to write letter re unauthorized improvement at Radtke Point Park

Committee Members:

At the December 13, 2023 Airport Committee meeting, the Airport Committee became aware that there were unauthorized improvements made to Radtke Point Park. The Airport Committee learned that the City of Schofield installed a gazebo in the park without receiving prior authorization from the City of Wausau. The Committee moved to authorize staff to prepare a letter to the City of Schofield informing them of the following:

1. The structure would need to be removed if an audit by the Wisconsin Department of Transportation's Bureau of Aeronautics (BOA) or the Federal Aviation Administration (FAA) determined that the structure interfered with airport operations.
2. The City of Wausau could require the structure be taken down at any time given the terms of the lease.
3. Future modifications to Radtke Point Park require a 60-day notice to airport staff.
4. The improvement was not approved by the City of Wausau.

The Airport Committee is not authorized to direct staff on maintenance or operation decisions pursuant to Wausau Municipal Code § 2.60.180. However, it does authorize the Airport Committee to make such recommendations to the Common Council. Thus, the City Attorney's Office is taking the decision made on December 13, 2023 as a recommendation to be made to the Common Council. As such, a resolution has been drafted and is attached to this letter to go before the Common Council on January 23, 2024 to make a decision on whether or not to accept the recommendation of the Airport Committee regarding how to proceed with the unauthorized improvement made by the City of Schofield at Radtke Point Park.

TMT

2.60.180 - Airport Committee.

The Airport Committee shall be comprised of seven members appointed by the Mayor. Four of the members shall be Alderpersons and three of the members shall be citizens. They shall be appointed by the Mayor and subject to confirmation by the Common Council. The Alderpersons shall serve during their term of office, and the citizen members shall serve three-year terms; provided, that on the first appointment one of the citizen members shall have a three-year term, one a two-year term and one a one-year term. The Mayor shall appoint the chairperson. The committee shall make recommendations to the Council on the maintenance, operation, control, fees and charges, and the contracted services for the Wausau Downtown Airport. In addition, the committee shall make recommendations regarding any of the provisions contained in Wis. Stats. § 114.14.

(Ord. 61-4716 §1, 1990.)

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance.

Committee Action: *Pending*

Fiscal Impact: Local 20% match

File Number: 22-0406

Date Introduced: January 23, 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, the State of Wisconsin offers a program of state financial assistance to counties for specialized transportation; and

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of elderly and disabled persons residing in each county bears to the total number of elderly and disabled persons residing in the State, but limited so that no county receives less than a minimum base amount; and

WHEREAS, Marathon County has applied to the Wis DOT for its proportionate share for years 2024 through 2028; and

WHEREAS, your Finance Committee, at their January 23, 2024 meeting, discussed and recommend entering into a Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride to receive its specialized transportation assistance 20% in exchange for certain duties and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute the Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance for years 2024 through 2028.

Approved:

Katie Rosenberg, Mayor

**SERVICE AGREEMENT
BETWEEN
MARATHON COUNTY
AND
NORTH CENTRAL HEALTH CARE AND THE WAUSAU AREA TRANSIT SYSTEM
FOR
SPECIALIZED TRANSPORTATION ASSISTANCE
FOR THE ELDERLY AND DISABLED
2024-2028**

This Service Agreement hereinafter referred to as the "AGREEMENT" is made and entered into between Marathon County, hereinafter referred to as the "COUNTY" and the North Central Health Care, hereinafter referred to as "NCHC" and the Wausau Area Transit System, d/b/a Metro Ride, hereinafter referred to as "METRO RIDE."

RECITALS

WHEREAS, s.85.21 Wis. Stats., authorizes a program of state financial assistance to counties for specialized transportation; and,

WHEREAS, s.20.395(1) (cr), Wis. Stats., appropriates funds for this assistance program; and,

WHEREAS, such funds are made available to each county of Wisconsin based upon the ratio of the number of elderly and disabled persons residing in each county bears to the total number of elderly and disabled persons residing in the state, but limited so that no county receives less than a minimum base amount; and,

WHEREAS, the COUNTY has applied to the Wisconsin Department of Transportation (WisDOT) for its proportionate share; and,

WHEREAS, 1983 Wisconsin Act 27 amended s.85.21(3)(c), Wis. Stats., to permit a county to hold state aid in trust beyond the end of a program year for future expenses or the acquisition or maintenance of transportation equipment; and

WHEREAS, Recipient has by resolution of its Board of Supervisors dated 5/22/1984 authorized state aid to be held in trust according to administrative rules promulgated by the WisDOT under TRANS 1.05(2), Wis. Admin. Code (January 1984) and has submitted a plan, approved by the WisDOT, for using the aid to be held in trust.

NOW THEREFORE, the parties agree as follows:

SECTION I: TERM

Except for the trust conditions established under Section VI, the term of this AGREEMENT shall extend from January 1, 2024, through December 31, 2028. The trust conditions established under Section VI shall remain in effect until they are terminated or amended.

SECTION II: PAYMENT BY THE COUNTY

Upon successfully applying for the WisDOT grant funds, The COUNTY will receive the funds from the WisDOT and will provide the appropriate 20% of the Grant as the local match, the total program funds available will be used for the delivery of the Program. The funds will be distributed as follows:

- Annually the NCHC will receive 72% of the total program funds to implement its portion of the elderly and disabled County Transportation Program within the entire county.
- METRO RIDE will receive 20% of the total program funds to implement its portion of elderly and disabled transportation in the City of Wausau area.
- The County Conservation, Planning and Zoning (CPZ) Department will receive 8% of the total program funds for administering the grant program for Marathon County.

Every year when WisDOT provides the allocation of funds to the counties for the subsequent year, the actual dollar amounts will be provided to NCHC and METRO RIDE for their annual budgeting processes.

SECTION III: RESPONSIBILITIES

- A. NCHC and METRO RIDE agree to undertake and complete the transportation project(s) as described in the annual 85.21 grant application to WisDOT, which will hereby be incorporated by reference into this AGREEMENT as ATTACHMENT I. The COUNTY may amend its application during the effective period of this AGREEMENT with the WisDOT's and NCHC's and METRO RIDE's concurrence, however the COUNTY agrees that the allocated aids will address the issue of the need for transportation services that are accessible to the developmentally and physically disabled population of the county and shall go towards efforts of making accessible transportation available to all seniors and individuals with a disability for the entire year.
- B. NCHC and METRO RIDE agree that it will comply with the Americans with Disabilities Act (ADA) of 1990 and all U.S. Department of Transportation regulations relating to enforcement of that Act.
- C. The COUNTY assures the WisDOT that at least 20% of the annual grant amount will be available to match the state assistance it receives under this AGREEMENT. The City of Wausau will assume their 20% match amount for the METRO RIDE portion of the Grant. No in-kind services, no federal or state categorical financial aid and no passenger revenue shall be allowed as part of the COUNTY match.
- D. NCHC and METRO RIDE agree to expend the grant funds on the projects described in the annual COUNTY 85.21 grant application in accordance with the 85.21 specialized transportation program guidance determined by WisDOT incorporated by reference into this AGREEMENT as ATTACHMENT II. NCHC and METRO RIDE agree to expend the required 20% local match amount within the term of this AGREEMENT before expending any grant dollars on the projects described in the application approved by the WisDOT. No portion of the local match amount may be placed or held in Trust.

- E. NCHC and METRO RIDE will submit to the COUNTY an estimated, proposed line-item budget for each upcoming program year, by December 31st. This budget will outline all expense and revenue categories and will list specific administrative costs to be expected for the year. Each employee position to be covered under administrative expense shall be listed/identified in the budget.
- F. NCHC and METRO RIDE assure that it will use the state assistance granted under this AGREEMENT and its appropriated match only to assist specialized transportation services outlined in the 85.21 grant application. These services should be designed to primarily serve elderly and disabled individuals. If excess capacity is available on these services, NCHC and METRO RIDE may make this capacity available to persons who are neither elderly nor disabled.
- G. Equipment purchased with state assistance under this AGREEMENT must be used in the performance of specialized transportation services for the duration of its useful life. NCHC and METRO RIDE shall reimburse the COUNTY for the state's share of the value of such equipment, if it is sold or removed from specialized transportation service prior to the end of its useful life, unless the proceeds are spent for replacement equipment or for transportation services described in the COUNTY'S current, future or amended application.

SECTION IV: PROGRAM INCOME

Program income is the gross income earned from the transportation services receiving assistance under this Agreement. Program income includes passenger donations, fares and co-payments. Program income earned must be used to offset expenses incurred in transportation activities receiving assistance under this Agreement. If revenue for other purposes is solicited from passengers in the course of transportation activities, the solicitation must explicitly state the intended use of the revenue.

SECTION V: ALLOWABLE COSTS FOR CURRENT COUNTY POLICY

Expenditures shall be reimbursable from the assistance under this AGREEMENT if they meet all the requirements set forth below. They must:

- A. Be made in conformance with the COUNTY's 85.21 grant application, WisDOT's Specialized Transportation program, and all other provisions of this AGREEMENT.
- B. Be necessary to accomplish the projects described in the COUNTY's 85.21 grant application.
- C. Be reasonable in amounts for the goods or services purchased.
- D. Be actual net costs (i.e., the price paid minus any refunds, rebates, or other items of value which have the effect of reducing the cost actually incurred).
- E. Be made for work performed or materials, supplies or equipment acquired during the effective period of this AGREEMENT.
- F. Be in conformance with the cost standards set forth in APPENDIX B OF ATTACHMENT II to this AGREEMENT and.
- G. Be satisfactorily documented and be treated uniformly and consistently.

SECTION VI: STATE AID HELD IN TRUST

- A. The COUNTY may hold in trust, according to s.85.21(3)(c), Wis. Stats. (1983), aid received under this AGREEMENT for future expenses, or the purchase or maintenance of transportation equipment used for specialized transportation.
- B. The balance and any expenditures of aids, allocated under this and previous AGREEMENTS, held in trust shall be subject to the trust conditions that are attached to this AGREEMENT in APPENDIX C of ATTACHMENT II. The balance and expenditures of aid held in trust shall be consistent with the COUNTY's plan for using aid held in trust in which the plan has been reviewed and approved by the WisDOT Program Manager.
- C. The COUNTY agrees that the balance of aid held in trust may not exceed, on a quarterly basis, an average daily balance of \$80,000 as per state Administrative Rule Trans. 1.05(2)(b). Any balance exceeding this allowance shall be refunded to the WisDOT 30 days after the end of the quarter.

SECTION VII: STATE AID BALANCE

NCHC and METRO RIDE agree to refund to the COUNTY the balance of state aid received in any year under Section II that has not been expended in that year. Such a refund shall be made no later than March 31st of the following year.

SECTION VIII: RECORDS AND AUDITS

- A. The COUNTY and any organizations (i.e., NCHC and METRO RIDE) to which it gives its financial assistance under this AGREEMENT shall establish and maintain accounts for the specialized transportation services receiving assistance under this AGREEMENT. The accounts may be separate or parts of current accounting systems. If the transportation services are integrated with non-transportation activities, the accounts shall distinguish the costs and revenues attributable to the transportation activity from those of other activities. Such accounts shall cover the transportation activity throughout the effective period of this AGREEMENT.
- B. All costs charged to the assistance covered by this AGREEMENT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers indicating the nature and propriety of the charges.
- C. The accounts and records as required above shall be retained for a period of three years and shall be available upon request to the COUNTY, its officials, employees or designees for inspection and audit purposes.
- D. NCHC and METRO RIDE shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Code of Federal Regulations 2 CFR Part 200).
- E. This audit shall be performed in accordance with federal regulations 2 CFR Part 200, subparts A-F issued by the federal Office of Management and Budget (OMB) and the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA). Selected state programs will be included in the scope of the single organization-wide financial and compliance audit.

SECTION IX: REPORTING REQUIREMENTS

- A. NCHC and METRO RIDE shall submit quarterly financial and ridership reports to the COUNTY using forms supplied by the WisDOT. The reports shall be submitted within the first month following the end of each quarter as follows:
 - a. The first period shall cover January 1 – March 30; due no later than April 21.
 - b. The second period of April 1 – June 30; due no later than July 21.
 - c. The third period of July 1 – September 30; due no later than October 20.
 - d. The final period shall cover October 1 – December 31; due no later than January 19.
- B. Quarterly reports submitted by NCHC and METRO RIDE shall include a list of expenses and revenue incurred and collected by each provider and shall be placed under the appropriate category as illustrated in the 85.21 annual report form as described in ATTACHMENT III.
- C. NCHC and METRO RIDE shall also submit an annual report for each of the transportation projects receiving assistance under this AGREEMENT using forms supplied by the WisDOT. The annual report shall be due no later than March 22.

SECTION X: THIRD-PARTY CONTRACTS

- A. NCHC and METRO RIDE may not use the aids under this AGREEMENT to purchase service from, or make grants to, any third party without a contract, agreement, purchase-of-service order or other legal equivalent.
- B. A third-party contract for transportation services purchased with allocated aids shall, at least once every 5 years, be awarded through a competitive procurement process when the total amount of the contract is \$10,000 or more.
- C. Third-party contracts, agreements or purchase-of-service orders shall be available for inspection by the COUNTY, its officials, employees, or designees upon request.

SECTION XI: TERMINATION

- A. Voluntary Termination. NCHC and METRO RIDE may terminate aid allocated under this AGREEMENT for any reason pursuant to the notice provisions set forth below.
- B. Involuntary Termination. The COUNTY may terminate the aid allocated under this AGREEMENT at any time that it determines that the purpose of the assistance program, as expressed in s.85.21(1), Wis. Stats., is not being fulfilled. Failure of NCHC and METRO RIDE to comply with the terms and conditions of this AGREEMENT or with the provisions of s.85.21, Wis. Stats. and Chapter TRANS 1, Wis. Admin. Code shall be considered evidence of failure to fulfill the purpose of the assistance program. The COUNTY may also terminate the aid allocated under this AGREEMENT by formal action of its Board of Supervisors.
- C. In the event that the aid allocated under this AGREEMENT is terminated by any party, the COUNTY agrees to reimburse NCHC and/or METRO RIDE for the state share of eligible costs incurred prior to the termination date. The COUNTY shall reallocate the balance of state aid allocated under this AGREEMENT that has not been spent to the other party. Notwithstanding

any other provision of this AGREEMENT, NCHC and/or METRO RIDE shall refund any state assistance received under this Agreement that has not been spent or retained in full accordance with this AGREEMENT; s.85.21 Wis. Stats.; and any applicable administrative rule.

- D. In the event that any party terminates the arrangement by which COUNTY holds unspent state aid in trust, COUNTY shall refund to the WisDOT the balance of aid held in trust as well as any accumulated interest.
- E. All parties agree that a notice of intent to terminate shall be made by "return- receipt certified mail" at least 90 days prior to the proposed termination date.

SECTION XII: COUNTY TRANSPORTATION PROGRAM

Under the terms of this AGREEMENT, NCHC and METRO RIDE agrees to act as the COUNTY's agent in providing demand responsive transportation services for the COUNTY. NCHC and METRO RIDE will provide demand responsive transportation services in conformance and compliance with all items set forth in this AGREEMENT.

SECTION XIII: INSURANCE/INDEMNITY

- A. NCHC and METRO RIDE agree to provide insurance for workers' compensation, general liability, and property damage for claims or losses which may arise as a result of the provision of specialized transportation services outlined in this agreement.
- B. NCHC and METRO RIDE hereby agree to release, indemnify, defend and hold harmless Marathon County, 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, resulting from or arising out of the provision of specialized transportation services under this agreement by NCHC and METRO RIDE, its officers, officials, employees, agents, subcontractors or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

SECTION XIV: EXECUTION

IN WITNESS WHEREOF this AGREEMENT shall become effective upon its complete execution by the COUNTY, NCHC and METRO RIDE.

METRO RIDE/CITY OF WAUSAU

By _____
Mayor, City of Wausau

Name _____

Date _____

COUNTY OF MARATHON

By _____
Marathon County Administrator

Name _____

Date _____

NORTH CENTRAL HEALTH CARE

By _____
NCHC Executive Director

Name _____

Date _____

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the alleged claim for recovery of unlawful tax – 901 S. 22nd Avenue (Drake).

Committee Action: *Pending*

Fiscal Impact: \$1,074.11

File Number: 24-0110

Date Introduced: January 23, 2024

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:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐			

RESOLUTION

WHEREAS, on January 22, 2023, a claim for recovery of an unlawful tax was received by the City from Scott Drake; pursuant to Section 74.35 of the Wisconsin Statutes; and

WHEREAS, pursuant to said claim, Drake is requesting the 2023 assessment of his property located at 901 S. 22nd Avenue (PIN 291.2907.343.0995) be reduced; and

WHEREAS, City staff has reviewed the claim and recommends the claim be allowed in the amount of \$1,074.11; and

WHEREAS, your Finance Committee, at their January 23, 2024 meeting, considered the matter and recommended the claim be allowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the claim of Scott Drake filed with the City Clerk on December 22, 2023, for the recovery of the unlawful taxes on his real property located at 901 S. 22nd Avenue (PIN 291.2907.343.0995) be approved in the amount of \$1,074.11.

Approved:

Katie Rosenberg, Mayor

Claim for Recovery of Unlawful Tax (74.35)

901 S 22ND AVE
291-2907-343-0995
WAUSAU, WI 54401
DRAKE PROPERTIES LLC

1. On December 21st, 2022, permit 202211379 was issued to Drake Properties LLC, by the City of Wausau Inspections Department to raze a house and garage located at 901 S 22nd Ave.
2. On December 27th, 2022, permit 202211379 was printed by the City of Wausau Assessment Department.
3. On December 29th, 2022, Richard Grefe added inspection notes in Evolve stating "The foundation is being removed entirely. Clean fill was being delivered at the inspection". On January 6th, 2023, Richard Grefe added inspection notes in Evolve stating "building gone, and area filled".
4. Wisconsin State Statue (70.01) states all property is to be assessed as of January 1st in the year when the taxed are levied.
5. Based on the finding of facts and the timeline of event, the raze permit 202211379 for 901 S 22nd Ave was missed by the assessment department as a palpable error. The information received and the Inspection notes by Richard Grefe in Evolve, affirms that all buildings/improvements were razed prior to January 1st 2023, and were assessed.
6. If the palpable error did not occur, the assessed value would have been \$18,200 for a vacant parcel of land.

2023 Current Assessed Value

Land: \$21,400
Improvements: \$38700
Total: \$60,100

2023 Correct Assessed Value

Land: \$18,200
Improvements: \$0
Total: \$18,200

7. The net amount due on the 2023 tax bill was \$1,461.20 and it was paid in full on December 22nd, 2023.
8. The 2023 full tax rate .02563481 applied to per thousand of the corrected assessed value of \$18,200, renderers a tax amount of \$466.55, less First Dollar Credit of \$79.46. Equals a net tax amount of \$387.09.
9. On December 27, 2023, a Claim for Recovery of Unlawful Tax was filed with the City Clerk, Kaitlyn Bernarde.
10. The amount of taxes over paid due to the palpable error is \$1074.11

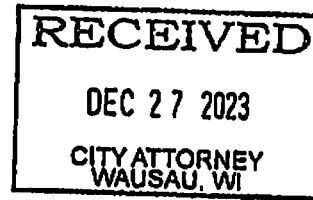
Based on all evidence, the Claim for Recovery of Unlawful Tax should be allowed.

Respectfully Submitted,



Rick Rubow
City Assessor
City of Wausau

Drake Properties LLC
131484 Big Rib River Drive
Athens, WI 54411



December 21, 2023

RE: 901 S. 22nd Avenue, Wausau, WI 54401

To whom it may concern,

I am filing a claim against the city of Wausau in regards to the property listed above. This property was taxed for a home on the tax roll that did not exist on 1/1/2023. The amount I am requesting be refunded is \$1074.11.

Thank you.

A handwritten signature in cursive script that reads "Scott Drake".

Scott Drake


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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2024 Budget Modification – Outreach Coordinator Funding.

Committee Action: Pending

Fiscal Impact: \$ 115,000

File Number: 23-1109

Date Introduced: January 23, 2024

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☐ No ☒	Budget Source: Transfer of Funds from Firefighter Funding
	One-time Costs:	Yes ☐ No ☒	Amount: \$115,000
	Recurring Costs:	Yes ☒ No ☐	Amount: \$115,000
SOURCE	Fee Financed:	Yes ☐ No ☒	Amount:
	Grant Financed:	Yes ☒ No ☐	Amount: \$115,000
	Debt Financed:	Yes ☐ No ☐	Amount new issue Annual Retirement
	TID Financed:	Yes ☐ No ☒	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the Common Council allocated \$771,000 of ARPA funding to hire, train and equip three new firefighter positions; and

WHEREAS, staffing shortages has prevented new hires; and

WHEREAS, the ARPA guidelines prevent spending of staff positions after 12/31/2024; and

WHEREAS, the funding of the outreach coordinator position was allocated \$140,000 of ARPA funding for the period 2022-2024 and funding has been depleted; and

WHEREAS, your Finance Committee has considered and recommended a budget modification from the firefighter position to the outreach position in the amount of \$115,000;

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount	Credit Amount	Memo
50110:Salaries and Wages	215 ARPA Fund	ARPA Grants		51111 Salaries and Wages		\$115,000.00	\$0.00	Allocate unused firefighter funding to Outreach Coordinator
50110:Salaries and Wages	215 ARPA Fund	ARPA Grants		51111 Salaries and Wages		\$0.00	\$115,000.00	Allocate unused firefighter funding to Outreach Coordinator

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

Approved:

Katie Rosenberg Mayor



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: January 18, 2023
RE: ARPA funding Outreach position

The Common Council authorized ARPA funding three firefighter positions in June 2022 in the amount of \$771,000. This funding was modified to authorize a portion of the funding for training and outfitting. To date \$174,858 has been spent leaving a balance of \$596,142. The fire department has filled two positions which will be on board shortly.

The outreach coordinator position received \$140,000 of funding. The application in the application outlined 100% funding in 2022, 60% funding in 2023 and 30% funding in 2024. The 2023 and 2024 budget expected 100% funding each year. As a result, the ARPA funds for this program have been depleted as presented in the table below.

Requested	Funding	Expenses	Available for 2024
2022	50,000	32,201	
2023	60,000	104,023	
2024	30,000		
	140,000	136,224	3,776

The budget amendment outlined below transfers ARPA funds from the firefighter position to the outreach position for 2024. The transfer will not interfere with the hiring of the firefighters. It will also keep the existing unallocated ARPA funds of \$1.6 million intact.

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount	Credit Amount	Memo
50110:Salaries and Wages	215 ARPA Fund	ARPA Grants		51111 Salaries and Wages		\$115,000.00	\$0.00	Allocate unused firefighter funding to Outreach Coordinator
50110:Salaries and Wages	215 ARPA Fund	ARPA Grants		51111 Salaries and Wages		\$0.00	\$115,000.00	Allocate unused firefighter funding to Outreach Coordinator

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
PUBLIC HEALTH AND ECONOMIC IMPACTS OF COVID 19
PUBLIC SECTOR CAPACITY - STAFFING

Public Sector Capacity spending category is designed to restore and bolster public sector capacity. Common examples would include:

- *Allocating payroll and benefits of police officers and firefighters/paramedics for the time responding to COVID 19 to the grant
- *Providing worker retention incentives including increases in compensation
- *Increase staffing levels (FTE's)
- *Administrative time managing created retention programs
- *Premium Pay



Project Title	Community Outreach Specialist Position		
Department	Police Department	Contact Name:	Chief Ben Bliven
Priority 1-6 (low-high)	5		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Project Type (Check all that apply)

☐	COVID Payroll Allocation	☐	Worker Retention Incentives
☒	Increased staffing	☐	Administration of Retention Programs

SPENDING/PROGRAM DESCRIPTION

attach additional information if needed

The Wausau Police Department is seeking approval to create a permanent, full-time non-sworn position to conduct outreach and serve the unhoused people in Wausau. From the job description submitted to the Human Resources Committee, the person in the Community Outreach Specialist Position will have the following essential duties and responsibilities: 1. Regularly visit and canvas areas where unhoused individuals live. Develop working relationships with unhoused individuals to foster support and encourage participation in programs and resources. 2. Give regular status updates to elected officials and presentations to community groups regarding challenges faced by unhoused individuals and their impact on the community and other related topics. 3. Assist community members with connections to resources to aid unhoused individuals and others at risk. 4. Facilitate the use of community resources by unhoused by removing barriers. 5. Develop extensive knowledge regarding community resources available in the Wausau area. 6. Represent the city of Wausau in collaborative community initiatives to support unhoused individuals and other at risk marginalized community groups, providing leadership on these initiatives as needed. 7. Establish and maintain strong partnerships with community organizations who service the unhoused population. 8. Educate community members, community groups, and elected officials about the experiences and needs of unhoused individuals.

JUSTIFICATION

Describe the proposed programs impact on public sector capacity and how delay or deferral of the proposal will impact government service capacity

The Wausau Police Department, in collaboration with North Central Health Care (NCHC), has recognized that untreated substance use and mental health disorders is the primary common factor present with individuals in the downtown Wausau area who are chronically homeless. Over the past several years, Officers have regularly assisted these individuals to resolve a short-term crisis; however long-term success requires ongoing, individualized management and treatment to overcome their circumstances, barriers, and health risks.

In fall 2020, Wausau PD and NCHC sought to explore the scope of impact full-time positions dedicated to homelessness outreach might have. Together, we set goals of building relationships with chronically homeless persons, and leveraging those relationships to help them overcome internal and external hurdles to stable housing. Rather than a one-size-fits-all intervention with this group, the temporarily assigned Housing Task Force Officer (Ofc. Eric Lemirand) and an outreach worker from NCHC invested significant time gathering information from these individuals to understand their unique stories and needs. Over approximately 15 months (through end of 2021), they conducted individualized and assertive outreach, with ongoing support for those who were ready to fight addiction and seek personal change. The partnership facilitated more immediate access to treatment options, employment and housing.

As a result, we saw an unprecedented shift in their perspective and assumptions about police, leading to several individuals working their way out of homelessness, with support from our HTF Officer. The Officer also received numerous referrals of persons with homelessness on their horizon, needing help to prevent homelessness. Dept. of Corrections (Prisons and Probation Agents), the Jail, and Sheriff's Office process servers (for eviction notices) were common sources of referrals for persons with homelessness

on their horizon. Out of 42 persons having had contact with this HTF team (identified as being homeless or having homelessness on the horizon before or during this initiative), 29 had housing by end of 2021. Of those persons who progressed into housing (locally or elsewhere), nearly all had zero Marathon County Jail bookings in 2021. Of those persons who continued to be homeless, we saw a consistent reduction in them being jailed in 2021.

At the same time, we learned a lot about gaps that still exist, preventing many from making progress, and contributing to new homelessness. The above-mentioned successes did not block new homeless individuals from arriving in Wausau at any given time, seeking to utilize the community services here. Once housing was acquired, many needed ongoing and frequent support to keep from falling back to old lifestyle habits (and losing housing). For some persons, we found success in just being the bridge and mediator of the gap between the person and their family, circle of support, a new landlord, or an employer. For others, past substance abuse treatment options have not panned out for them and/or the scope of treatment currently needed is not yet available. We know several individuals who express interest, but are just not yet ready to take the journey to recovery with us; we need to maintain the personal connection to help them actually arrive at a turning point in the future and then guide them through it.

Continued on attached page

OTHER AVAILABLE FUNDING SOURCES FOR THE PROGRAM (check all that apply)

☐	2022 Budget None	☐	Other (Describe)
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PAYROLL GROUPS IMPACTED (Check all that Apply)

☒	Police Union	☐	Fire Union
☐	Transit Union	☐	Non-represented

PUBLIC HEALTH EMERGENCY - GOVERNMENT CAPACITY - FINANCIAL DETAIL

Community Outreach Specialist Position

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Construction/Maintenance						-
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES

ARPA Funding						-
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs	50,000	100,000	100,000	100,000	100,000	450,000
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 450,000

FUNDING SOURCES

ARPA Funding	50,000	60,000	30,000			140,000
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe) LEVY		40,000	70,000	100,000	100,000	310,000
Total Funding Sources	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 450,000
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD

My request for this position is to fully fund the position with ARPA dollars from July 1, 2022 - December 31, 2022. In 2023, ARPA will fund 60% of the position and the city would allocate funds to cover the remaining 40%. In 2024, ARPA will fund 30% of the position and the city would allocate funds to cover the remaining 70%. In 2025 and beyond, the city would allocate funds to cover 100% of the position.

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING

OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

Community Outreach Specialist Position

[illegible]

Application Attachment

We learned persistence and patience is key, and many persons still need help to overcome their barriers. In response to community expectations voiced to the Wausau PD, that homelessness be addressed, the Wausau PD finds it necessary to continue our involvement and approach that has been developed in the HTF Officer initiative. Although sworn law enforcement training is not required for the right person to be capable and successful in carrying out the objectives, we believe the employee will have the best opportunities for success by working in tandem with and having the direct backing of our sworn staff.

As a result of many factors, the police department moved the Housing Task Force position back into the patrol bureau and we no longer have a designated officer working daily on homelessness in our downtown.

Over the past several months, the Wausau Police Department has continued to work on the homelessness issue in Wausau. I have been requested to attend numerous meetings with downtown businesses regarding this issue. What follows is a summary of our community concerns as they exist today.

☐ The Washington Square is experiencing daily issues with people squatting in their facility, panhandling (sometimes aggressively), fighting, and otherwise being disorderly. We are working collaboratively with Washington Square regarding a full-time, downtown CSO position that would be potentially funded by Washington Square. Some businesses within this facility are losing business or are required to change their business delivery model as a result of customer concerns when coming to their building.

☐ Wipfli has expressed ongoing concerns regarding people squatting in Jefferson Street Ramp stairwells and the skywalk over 1st Street. Excessive garbage, urine and feces, and aggressive panhandling are only the beginning of their concerns. Employees using the stairwells do not enter without wearing a mask because of the stench – even after the mess has been cleaned up. DPW is working on facility related changes to reduce some of these issues. This includes locking of the stairwells in key card access to the skywalk.

☐ The Library Director has expressed concern regarding fights occurring at or just outside the library entrance. More specifically, the library is indicated there has been a lot more issues, including fights, that have occurred at the library over the last few months. This has resulted in some library customers saying they will not return to the library.

☐ Officers recently encountered a person with a hammer in one of the stairwells. This person was uncooperative with law enforcement and eventually struck with the hammer causing it to break.

Officers were able to use pepper spray on the subject and taken into custody. This person has regular law enforcement contact the downtown area.

Policing Task Force Recommendation

Over the course of the last 18 months, the Policing Task Force has been working on their recommendations for the police department, the City Council, and the Mayor. One of the recommendations in their draft report that has been presented to the police department and the Police and Fire Commission is:

Continued homeless outreach services in the Police Department but transition work to a non-sworn position such as a social worker.

This position request for a Community Outreach Professional would satisfy this Policing Task Force recommendation. Our community will only see a reduction of community concerns when there are resources deployed specifically in our downtown area on a daily basis.

Description on Return on Investment

There are a number of ways in which this position provides a return on investment. While Officer Lemirand was assigned to the housing task force position, he identified 22 individuals as chronically homeless and within a year 12 of those 22 had been housed. In addition there were 42 persons who had contact with the police housing task force who were either homeless or at risk of homelessness. we were able to house 29 of those 42 individuals during the course of Officer Lemirand's work. This obviously provides critical service to our unhoused population, but also reduces the amount of time law enforcement, EMS, and other organizations spend responding to issues. During the 2021 calendar year, we saw a consistent reduction in jail bookings. This is a community savings in regards to jail bed days in Marathon County.

Application Attachment

We learned persistence and patience is key, and many persons still need help to overcome their barriers. In response to community expectations voiced to the Wausau PD, that homelessness be addressed, the Wausau PD finds it necessary to continue our involvement and approach that has been developed in the HTF Officer initiative. Although sworn law enforcement training is not required for the right person to be capable and successful in carrying out the objectives, we believe the employee will have the best opportunities for success by working in tandem with and having the direct backing of our sworn staff.

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