



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	January 28, 2025 at 6:30 P.M.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Statement from the Mayor on Strategic Plan and Workplace Culture.			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
File #	CMT	Consent Agenda	ACT
25-0101	COUN	Approve Minutes of a previous meeting(s) (12/26/2024, 12/30/2024, 01/14/2025).	Place on file
25-0113	FIN	Resolution Approving Contract for Janitorial Supplies with Cintas Corporation.	Approved 5-0
25-0107	HR	Resolution Creating the position of Community Service Officer II and pay scale	Approved 5-0
	FIN	corresponding with the position.	Approved 5-0
25-0109	HR	Resolution Authorizing Reclassification of Fire Marshal to Division Chief – Fire	Approved 5-0
	FIN	Prevention/Community Risk Reduction.	Approved 5-0
25-0110	HR	Resolution Approving amendment to the Employee Handbook Section 5.15.5 –	Approved 4-0
	FIN	Clothing and Equipment – Cold Weather Gear Reimbursement.	Approved 5-0
25-0111	HR	Resolution Approving amendment to the Employee Handbook Section 5.10 –	Approved 4-0
		Mechanic Incentive Pay (Water Utilities).	
25-0112	HR	Resolution Approving amendment to the Employee Handbook Section 5.15.7 –	Approved 5-0
		Clothing and Equipment – Safety Eyeglasses Reimbursement.	
24-1108	PH&S	Resolution Approving Sale of Wausau Fire Department Ladder 2.	Approved 4-0
	FIN		Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
24-0102	MAYOR	Mayor's Appointments	Placed on file
24-1109A	I&F FIN	Resolution Adopting a 2025 Budget Modification for the Repair and Reopening of	Failed 2-3
		28th Avenue from Madonna Drive to West Wausau Avenue from June 2025 through	Failed 0-5
		Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions (2/3 vote required)	
23-1215	FIN	Resolution Approving First Amendment to the Master Partnership Agreement	Pending
		between Community Infrastructure Partners, LLC (“CIP”), City of Wausau (“CITY”) and Wausau Water Works (“WWW”).	
25-0112	COUN	Resolution Approving the hiring of special counsel and authorizing the City Attorney	Pending
		to hire and manage outside legal counsel engaged to advise the Ethics Board in the matter of the Complaint of Jay Coldwell, Gerard C. Phelan, Kurt Hase and Scott L. Bryan against Mayor Doug Diny.	
25-0114	FIN	Resolution Authorizing The Issuance And Sale Of Up To \$922,476 Sewer System	Pending
		Revenue Bonds, Series 2025, And Providing For Other Details And Covenants With Respect Thereto.	
CLOSED SESSION pursuant to 19.85(1)(g) of the Wisconsin Statutes for conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, relating to legal actions regarding PFAS contamination and associated claims.			
RECONVENE into open session to take action, if necessary, on Closed Session items.			
Public Comment & Suggestions			
Adjournment			

Signed by Mayor Doug Diny

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

This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 01/22/2025 @ 4:30 PM. Questions regarding this agenda may be directed to the City Clerk.

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

Proclamation

WHEREAS, Transit Equity Day is a national day of action to commemorate the February 4 birthday of Rosa Parks, an iconic figure in the movements for social justice and racial equality, who played a major role in the inception of the Civil Rights movement; and

WHEREAS, Transit Equity Day highlights Rosa Parks' 1955 pivotal work and her brave and determined advocacy for safe and reliable public transportation for all people and communities both then and today; and

WHEREAS, Transit Equity Day of action is recognized to elevate the message that public transit is a strategy to combat climate change, and that public transit promotes affordable, accessible, clean and safe transportation alternatives for all community members; and

WHEREAS, The City of Wausau values equity and sustainability, and desires to provide equal access to safe, efficient, and accessible public transit, that is sustainable and environmentally friendly; now

THEREFORE, be it resolved that by the City of Wausau Transit Committee, we do hereby proclaim February 4, 2025 will be observed as

Transit Equity Day

in the City of Wausau, State of Wisconsin, and it shall be recognized by reserving a seat on every Metro Ride bus to honor and celebrate the invaluable work of Rosa Parks.

Becky McElhaney
Transit Commission Chair
City of Wausau
January 28, 2025

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Thursday, December 26, 2024, in Council Chambers, beginning at 5:15 p.m.,
Mayor Doug Diny presiding.

Roll Call

12/26/2024

Roll Call indicated 9 members present.

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

Proclamations

12/26/2024

The Mayor of the City of Wausau Proclaims:

Kara, Ella, and Anna Weiland “Jingle Ball Day” (December 22, 2024)

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

12/26/2024

1. Ron Alexander, 15420 Brandenburg Avenue, Merrill, WI – Spoke on 23-1109AE
2. Nancy Stencil, 223281 Azalea Road, Wausau, WI – Spoke on 23-1109AE

Suspend the Rules

12/26/2024

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

Yes Votes: 9

No Votes: 0

Abstain: 0

Not Voting: 2

Result: PASSED

23-1109AE

12/26/2024

Motion by Watson, seconded by Henke, to adopt the Resolution from the Common Council to execute an interagency agreement with the Wausau Police Department in the amount not to exceed \$400,000 to purchase services and incur expenses for day shelter, night shelter, transportation, case management and other programs or services for people experiencing homelessness and related budget modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects as amended.

Rasmussen stated impacting homelessness was a stated priority for members of the Common Council at the council retreat at the beginning of the year. It was stated the funds from the American Rescue Plan Act needed to be spent before the end of the year and this helps meet the need to support the homelessness population with a menu of options.

Tierney stated concerns that this would give a blank check to the Police Department without a concrete plan for how those funds would be definitively spent. It was stated there should be no additional staff funded to support these efforts.

Gisselman stated a preference for action to have begun sooner to guide a strategy for the unhoused community. It was questioned as to why Catholic Charities discounted day shelter services which was the original intention of this funding. It was stated the organization did not have adequate staffing for the limited term contract to provide services through the spring. Gisselman stated a need for oversight of how these funds would be definitively spent after it is allocated.

Kilian stated this matter could have been handled more expeditiously. It was stated that funding efforts should include public participation processes to determine the funding direction.

Motion by Kilian, seconded by Tierney, to amend 23-1109AE to add a be it further resolved clause with "Be it further resolved that prior to agreement for service, a public participation process will occur, for which efforts will be specifically made to invite meaningful engagement from those actually experiencing homelessness and those participating in care of the homeless, should they choose to participate."

Watson questioned if the amendment would include how the public would participate in the funding process either through the standing committees or another process. It was stated the public participation process should be in line with the federal guidelines for ARPA allocation.

Without objection, the amendment was amended to add before the word should in the second be it further resolved clause “and those participating in care of the homeless.”

Gisselman stated support for participation from members of the homeless community to engage on this matter.

Lukens stated support for unhoused individuals participating in public engagement on this matter and reiterated that a number of committees give reports on this matter on a regular basis.

Rasmussen stated the Public Health & Safety Committee includes a report provided by the Community Outreach Coordinator which includes public participation.

Yes Votes: 9

No Votes: 0

Abstain: 0

Not Voting: 2

Result: PASSED

Lukens questioned if these funds could be allocated to a Joint Marathon County and City of Wausau Homelessness Task Force or through Social Services. It was stated the task force does not receive funding allocation as it is not a department of either government entities and that the discussion of providing services through the Social Services Department of Marathon County was something the task force may be considering.

Watson questioned the funding allocation amounts. It was stated there were allocations that were over encumbered spending that was meant to go to motor pool funding and the remainder of the contracted funds from the Catholic Charities would go towards this allocation. Watson further questioned if a request for proposal would go through the Finance Committee and the Common Council to decide the final direction for funding for these services. It was stated the funding decisions would be part of the regular allocation process.

Larson questioned if this action was in the guidelines for allocation for ARPA funding. It was stated that the over encumbrance of funds and the allocation for services was within the guidelines for allocation. Larson stated the whole thing seems to be a mess.

Martens stated over encumbering funding would have built in flexibility in order to allocate that money before the allocation deadline and spend it before the spending deadline to ensure funds would not need to be returned to the federal government. Martens stated this allocation is in the spirit of the ranked funding preferences for ARPA allocation.

Kilian stated concerns that this allocation would disincentivize the county government from helping to alleviate the issue of homelessness.

Gisselman questioned how the planning for resources to the homelessness population would be conducted. It was stated this would involve community organizations and city staff to ensure there is 365 day and night shelter request for proposal.

Motion by Rasmussen, seconded by Martens, to call the question on 23-1009AE.

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

Yes Votes: 7

No Votes: 2

Abstain: 0

Not Voting: 2

Result: PASSED

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

Yes Votes: 7

No Votes: 2

Abstain: 0

Not Voting: 2

Result: FAILED

23-1109AF

12/26/2024

Motion by Rasmussen, seconded by Henke, to adopt the Resolution from the Common Council Approving and Adopting the Budget Modification for Skateboard Park and Pickle Ball Courts.

Yes Votes: 9

No Votes: 0

Abstain: 0

Not Voting: 2

Result: PASSED

Adjourn

12/26/2024

Motion by Larson, second by Lukens, to adjourn the meeting. Motion carried. Meeting adjourned at 6:48 p.m.

Doug Diny, Mayor

Kody Hart, Deputy City Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Monday, December 30, 2024, in Council Chambers, beginning at 4:50 p.m.,
Mayor Doug Diny presiding.

Roll Call

12/30/2024

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, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Suspend the Rules

12/30/2024

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

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

23-1109AE

12/30/2024

Motion by Larson, seconded by Watson, to adopt the Resolution from the Common Council Authorization to execute an interagency agreement with the Wausau Police Department in the amount not to exceed \$400,000 to purchase services and incur expenses for day shelter, night shelter, transportation, case management and other programs or services for people experiencing homelessness and related budget modification as amended.

Kilian questioned how members of the public would be notified for the public participation process. It was stated this would be a process that invites organizations to an informal meeting and the Police Department would make that notification clear and transparent. Kilian stated support for the organizations and those experiencing homelessness to be included in those meetings.

Tierney questioned if this was a placeholder for funding or if the full allocated amount would go toward homelessness alleviation efforts. It was stated funding that was underspent in American Rescue Plan Act funds but were encumbered would go towards this allocation up to \$400,000. Tierney stated that if this resolution was not passed the funds would go towards motor pool instead of homelessness and no money would go back to the federal government.

Motion by Tierney, seconded by Kilian, to add into the sixth paragraph under the Now Therefore clause in the agreement, "provide reports and supporting documents on a quarterly basis to the Mayor's Office, the Public Health and Safety Committee or as requested by the US Department of the Treasury."

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

Tierney stated uncomfortableness with allocating funding to the Police Department without oversight of how the funding is spent.

Rasmussen stated the intention of the Police Department was to follow the procurement process and not spend funds on any new homelessness initiative without bringing that matter to the Finance Committee and the Common Council per regular spending practices. It was stated this would give the city the conduit to spend funds on homelessness initiatives into the future.

Neal stated support.

Kilian stated similar sentiments to Tierney for allocating funding without accountability and concern of the funding being spent on other things outside of homelessness initiatives.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Adjourn

12/30/2024

Motion by Henke second by Lukens, to adjourn the meeting. Motion carried. Meeting adjourned at 5:26 p.m.

Doug Diny, Mayor

Kaitlyn Bernarde, City Clerk

DRAFT

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, January 14, 2024, in Council Chambers, beginning at 6:30 p.m.,
Mayor Doug Diny presiding.

Roll Call

01/14/2025

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, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Proclamations

01/14/2025

The Mayor of the City of Wausau Proclaims:

Dr. Martin Luther King Jr. Day (January 20, 2025)
Year of the Six Day Rule (2025)

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

01/14/2025

1. Joanne Leonard, 923 Maple Hill Road – Spoke in opposition of 25-0106
2. Jonathan Smith, 111 Prospect Avenue – Spoke in favor of 24-1110
3. Maggie Cronin 311 Summit Drive – Spoke in opposition of 25-0106

Presentation: Role of Bond Counsel by Quarles & Brady LLP

01/14/2025

Bridgette Keating and Jacob Lichter, bond counsel at Quarles & Brady LLP, spoke on the role of bond counsel and city debt.
Discussion held. No action taken.

Consent Agenda

01/14/2025

Without objection, item 25-0103 was pulled from consideration by the request of the Mayor.

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

25-0101 from the Common Council Approve Minutes of a previous meeting(s) (12/10/2024).

24-1110 Resolution from the Infrastructure & Facilities Committee Approving 2025 Street Reconstruction Projects and Authorization to Let Bids.

24-1111 Resolution from the Infrastructure & Facilities Committee Approving 2025 Alley Pavement Project and Authorization to Let Bids.

25-0105 Ordinance from the Plan Commission Rezone 327 N 3rd St from Downtown High-Rise Mixed Use (DRMU) Zoning District to Downtown Historic Mixed-Use (DHMU) Zoning District.

25-0108 Resolution from the Public Health & Safety Committee Approving Various Licenses as Indicated.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

25-0106

01/14/2025

Motion by Lukens, seconded by Henke, to adopt the Resolution from the Economic Development Committee Approving bid for construction of single-family housing at 1019 West Bridge Street with Brian Luedtke & Associates Construction LLC.

Rasmussen stated that the cost of building single-family homes has significantly increased and with increase tax responsibility on the homeowners. It was stated federal funds for affordable housing should go toward more larger volume housing opportunities. Rasmussen stated opposition.

Lukens questioned other options for this lot such as selling the parcels to neighboring homeowners or selling the lot to Habitat for Humanity. It was stated that neither neighboring homeowners nor Habitat for Humanity were interested in purchasing this lot. Lukens further questioned other funding options to support affordable housing. It was stated the funds could not be used for anything other than constructing affordable housing. Lukens stated opposition.

Larson stated it may be a good idea to sell this lot and others like it to the private sector for the purpose of allowing the private market to create housing. It was stated smaller houses could be developed to meet the housing needs. Larson stated opposition.

Kilian stated the project was not workable due to the excessive cost to build and stated opposition. It was noted the Community Development Department was working hard to meet the commitment to the residents to build affordable housing in in-fill lots. Kilian stated support for the department building single family homes in in-fill lots.

Henke stated concerns as to who would be building single family homes in the decade if it is not subsidized in some way.

Martens stated support for the city supporting expanded housing efforts and stated that affordable housing is tough to bring to market. It was stated that if affordable housing is needed it would likely need to be subsidized. Martens stated support for in-fill housing in this lot but acknowledged the significant cost. Martens stated opposition due to that cost.

McElhaney stated opposition and further stated this was not against affordable housing instead against this particular project as it does not make financial sense. It was stated single family housing may not be the best option to meeting housing needs.

Neal stated opposition. It was stated that federal funding for affordable housing may not be viable in the future.

Lukens stated future affordable housing projects should include single family housing to meet the housing needs of the city.

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

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

Suspend the Rules

01/14/2025

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

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

25-0104

01/14/2025

Motion by Neal, seconded by Watson, to adopt the Resolution from the Common Council Approving Preventive Maintenance Program Agreement with Schindler Elevator Corporation.

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

21-0522

01/14/2025

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Common Council Approving Amendments to City-County Information Technology Commission Intergovernmental Agreement and Operating Agreement.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Adjourn

01/14/2025

Motion by Watson, second by Neal, to adjourn the meeting. Motion carried. Meeting adjourned at 7:58 p.m.

Doug Diny, Mayor

Kaitlyn Bernarde, City Clerk

DRAFT

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Contract for Janitorial Supplies with Cintas Corporation.

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 25-0113

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</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, to improve efficiencies and reliability, a five-year contract for janitorial supplies is proposed; and

WHEREAS, Cintas Corporation has the capability to deliver to each city facility specifically each week and maintain an accurate inventory at each facility; and

WHEREAS, Cintas Corporation was awarded a contract with the University of Nebraska; with this contract others may use the competitively bid pricing, and this type of cooperative purchasing is allowed under the City procurement policy; and

WHEREAS, your Finance Committee, on January 14, 2025, approved entering into a five-year agreement with Cintas Corporation for janitorial supplies.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute a five-year contract substantially in the form of that attached hereto with Cintas Corporation for janitorial supplies.

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 14, 2025, at 5:15 p.m., Council Chambers

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

Others Present: Eric Lindman, Jeremy Kopp, Anne Jacobson, Rick Rubow

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

Discussion and possible action approving Cintas Corporation contract for janitorial supplies.

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

DRAFT



TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: December 10, 2024

SUBJECT: Cintas Contract – Janitorial Supplies

Staff continues to look for ways to save money and increase efficiencies both in the department and city wide. One way to improve efficiencies and reliability is to establish a multi-year contract for janitorial supplies. Having a contractor/vendor that can deliver to each facility specifically each week and maintain accurate inventory for the city at each facility will be extremely beneficial.

Cintas has this capability for their service and they are a nationwide service provider. They have delivery trucks in Wausau every week and they also have a local contact for any issues and emergencies we may need moving forward. Cintas was awarded a contract with the University of Nebraska and with this contract others may use this competitively bid pricing. The City procurement policy allows for “piggy backing” off other contracts that were written to allow this type of cooperative purchasing.



TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: December 10, 2024

SUBJECT: Cintas Contract – Janitorial Supplies

Staff continues to look for ways to save money and increase efficiencies both in the department and city wide. One way to improve efficiencies and reliability is to establish a multi-year contract for janitorial supplies. Having a contractor/vendor that can deliver to each facility specifically each week and maintain accurate inventory for the city at each facility will be extremely beneficial.

Cintas has this capability for their service and they are a nationwide service provider. They have delivery trucks in Wausau every week and they also have a local contact for any issues and emergencies we may need moving forward. Cintas was awarded a contract with the University of Nebraska and with this contract others may use this competitively bid pricing. The City procurement policy allows for “piggy backing” off other contracts that were written to allow this type of cooperative purchasing.

Workplace Solutions Cooperative Acceptance Agreement



Location #: 442

Contract #:

Customer #:

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

GPO CC #13897 GPO Agreement #211011196

(If locally managed MLA please
replace agreement # with current
Locally Managed MLA)

Date: 12/5/2024

Customer/Participating Agency: City of Wausau

("Customer")

Phone: 715-261-6500

Address: 407 Grant Street

City: Wausau

State: WI

Zip: 54403

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
	NA	☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this “Acceptance Agreement”) is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the “Term”).				
Standard Name Emblem	\$ NA	ea	Standard Agency Emblem	\$ NA ea
Custom Agency Emblem	\$ NA	ea	Embroidery	\$ NA ea
Uniform Advantage	Item:			\$ NA ea per week
Premium Uniform Advantage	Item:			\$ NA ea per week
Emblem Advantage	Item:			\$ NA ea per week
Prep Advantage	Item:			\$ NA ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$ NA	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium				\$ NA per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$ NA			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment “size samples” or Cintas TruFit. A charge of \$ NA per garment will be assessed for employee’s size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
9213	Sanis Urinal Screen Service - Monthly Refill	Weekly	Any	\$1.80 ea.
9281	White Hard wound 800' Roll	Any	Any	\$7.17 ea.
9110	JRT 1000' 2-ply Roll	Any	Any	\$4.17 ea.
27069	Signature Series Soap 500ML - Monthly Refill	Weekly	Any	\$1.25 ea.
45696	Branch & Vine Facial Tissue Box - 88 count	Any	Any	\$1.00 ea.
27153	Sig Refill Trash liner 13 Gal - Roll of 50	Any	Any	\$2.20 ea.
53652	Brute 32 Gal LD Clear Trash Liner - Roll of 20	Any	Any	\$5.00 ea.
53653	Brute 44 Gal LD Clear Trash Liner - Roll of 20	Any	Any	\$6.75 ea.

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: NA	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item: NA	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials:

Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials:

Customer Initials:

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
- 13. Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14. Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☒ No additional terms needed
- 16.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 442

Cintas Representative Signature:

Title: Sales Representative

Accepted-GM:

Cintas Enterprise Account: ☒ Yes ☐ No

Cintas Enterprise Partner Name: Karl Schultz



Customer Signature:

Print Name:

Print Title:

Email:

Customer Contact:

Customer Contact Email:

Cintas Representative Initials:

Customer Initials:

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

[illegible]

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

Airport
725 Woods Place
Wausau, WI 54403

Central Fire
606 East Thomas Street
Wausau, WI 54403

Fire Station 2
3017 Seymour Lane
Wausau, WI 54401

Fire Station 3
800 East Bridge Street
Wausau, WI 54403

Police Department
515 Grand Avenue
Wausau, WI 54403

Public Works
400 Myron Street
Wausau, WI 54401

Metro Ride
420 Plumer Street
Wausau, WI 54403

Sewer Dept.
430 Adrian Street
Wausau, WI 54401

Water Dept.
1801 Burek Avenue
Wausau, WI 54401

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES
AND FINANCE COMMITTEE**

Creating the position of Community Service Officer II and pay scale corresponding with the position.

Committee Action: Human Resources Approved 5-0
Finance Committee Approved 5-0

Fiscal Impact:

File Number: 25-0107

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</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 on August 19, 2024, approved the restructuring of the animal control program to replace the Full-Time Humane Officer with 3 Part-Time Community Service Officer II; and

WHEREAS, at the time of Common Council approval of the job description, the description did not include a pay scale; and

WHEREAS, the Human Resources Department has created a pay scale for the Community Servicer Officer II position; and

WHEREAS, your Human Resources Committee and Finance Committee have reviewed and recommends as herby attached job description of Community Service Officer II and the pay scale that corresponds to the position,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau to approve the creation of the Community Service Officer II position along with the job description and Community Service Officer II pay scale effective January 19, 2025, as attached.

Approved:

Doug Diny, Mayor



JOB DESCRIPTION

Community Service Officer II

Job Title:	Community Service Officer II	Reports To:	Lieutenant - Administration
Department:	Police	FLSA Status:	Non Exempt
Division:	Administrative Bureau	EEO Code:	4-Protective Services
Salary Grade:	PT	Occupational Code:	9100
Employee Group:		Training Category:	D-Staff
Created:		Last Revision:	June 2024

This description is not an announcement of a position opening. To view current openings please visit wausau.gov. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to assist the Wausau Police Department with enforcement of City Ordinances with priority on ordinances related to the control of animals. With presence in the community as a non-sworn officer, the employee has a significant impact on the quality of life through ordinance compliance and enforcement activities, developed relationships with community partners, and role as a first-responder for animal-related calls for service.

Essential Duties and Responsibilities

1. Provides mobile presence in neighborhoods in assigned vehicle; proactively addresses animal-related ordinance violations encountered (i.e., animals at-large) and acquires awareness of residences that house animals.
2. Responds to calls for service involving stray animals, animal bites, noise complaints, concern for animal welfare and/or complaints of non-compliance; issues citations for violations.
3. Checks compliance and enforces ordinances of the City of Wausau Municipal Code related to nuisance abatement, to mitigate quality-of-life concerns in the community; issues citations for violations.
4. Conducts animal capture and transport independently, and in assistance to sworn Officers' investigations.
5. Provides courteous and tactful customer service in citizen interactions, and advises animal owners on responsible pet ownership in alignment with the City's ordinances.
6. Assists the department in public promotion activities regarding pet licensing, responsible pet ownership, vaccinations, and rabies control. Supports public education efforts of the Humane Society of Marathon County.
7. Responds to non-emergency calls for service as otherwise assigned and provides assistance as necessary.
8. Operates a department-owned vehicle in normal non-emergency mode, day and night conditions, and during times of inclement weather and congested traffic.
9. Cleans and disinfects kennel areas, vehicles and equipment.
10. Maintains working knowledge of City of Wausau Ordinances as well as current procedures.
11. Prepares written documentation of activities.
12. Assists sworn Officers, community members, and other city employees in problem-solving.
13. Maintains City of Wausau core values.

Additional Duties and Responsibilities

- Perform various other special assignments as assigned by supervisor.

Education and Experience Requirements

Candidates must be a United States Citizen and at least eighteen (18) years old. A high school diploma or equivalent is required. Applicants must possess and maintain an acceptable driving record and a valid Wisconsin driver's license.

Completion of Humane Officer training and certification from the Wisconsin Department of Agriculture, Trade and Consumer Protections is required within 1 year of hire. Following two years of being certified as a Humane Officer, completion of 32 hours of continuing education is required for re-certification.

Knowledge, Skills and Abilities

- Ability to read, interpret and explain City of Wausau ordinances.
- Ability to communicate effectively orally and in writing with citizens, co-workers, supervisors, and others.
- Ability to operate equipment and machinery requiring simple but continuous adjustments, such as computer, police radio, and telephone.
- Skills to effectively operate computer systems for a variety of tasks.
- Obtain and maintain considerable knowledge of animal-related ordinances, animal-handling safety practices and capture equipment.
- Ability to coordinate eyes, hands, feet and limbs in performing semi-skilled movements such as self-defense, operation of a motor vehicle, data entry and assembling.
- Ability to sit, stand, walk, use hands and fingers to handle or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, or crouch.
- Ability to run, jump, push, pull, and drive safely in adverse conditions.
- Ability to recognize and identify similarities or differences between characteristics of colors, forms, sounds, tastes, odors and textures associated with job-related objects, materials and tasks.
- Ability to use discretion effectively to determine a proper course of action consistent with a community-oriented, problem-solving approach to policing.
- Ability to establish and maintain effective working relationships with those contacted in the course of employment.

Physical and Working Environment

The primary work setting involves operating a vehicle, working on the scene of animal control situations, transporting animals, and handling animals while at the designated animal shelter. Incumbents are exposed to loud noises and unpleasant sights, sounds, and odors when handling animals that are stray, injured, diseased, and dangerous. Incumbents may also be exposed to animal carcasses. Must be able to move animals or objects weighing up to 100 lbs. A majority of work occurs in the field which frequently includes working irregular hours, evenings and weekends as required.

Regular exposure to disagreeable and environmental conditions. Exposed to one or more particularly disagreeable elements such as continuous high noise level, considerable dust, heat, and humidity. Personal protective equipment regularly used. Regular travel.

Close mental and visual attention is continuously required. Moderate physical demands typically found in trades work with moderate exposure to workplace hazards. Requires regular lifting, bending, twisting, turning, and use of power equipment.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

DEPARTMENT	SALARY GRADE	POSITION	HOURLY WAGE
POLICE 9100 (710)		Community Services Officer II – 1 st Year	\$20.00
		Community Services Officer II – 2 nd Year	\$20.70
		Community Services Officer II – 3 rd Year	\$21.40
		Community Services Officer II – 4 th Year	\$22.10

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: January 13, 2025, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens,
Vicki Tierney
MEMBERS ABSENT:
Also Present: Mayor Diny

The meeting of the Human Resources Committee was called to order by McElhaney.

Discussion and Possible Action to Approve Community Service Officer II Job Description and Pay Rate.

McElhaney said that her understanding is that although council approved the program previously, the job description was not specifically approved for the animal control program.

Tierney said that a concern while the City employed the Humane Officer was that coverage needed to be available for evenings and weekends. Captain Cihlar said that those times would be a scheduling priority, that they will have three people with up to 20 hours per week per person. Tierney asked if they will be available year-round; Cihlar said yes.

Motion by Tierney to approve Community Service Officer II job description and pay rate.
Second by Kilian. All ayes. Motion passed 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, January 14, 2025, at 5:15 p.m., Council Chambers

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

Others Present: Eric Lindman, Jeremy Kopp, Anne Jacobson, Rick Rubow

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

Discussion and possible action approving of pay rate for Community Service Officer (CSO) II for the Wausau Police Department.

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

DRAFT

Human Resource Committee Packet

January 13, 2025

Agenda Item
Discussion and possible action creating a Community Service Officer II position.
Background
May 20, 2024, Public Health and Safety approved restructuring of the animal control program to replace the Human Officer with three part-time Community Service Officer II. On August 12, 2024, the Human Resources Committee voted to send the animal control program restructure proposal to the Common Council for approval. On August 19, 2024, the Common Council approved the restructure of the program. At the time of approval by Common Council, a job description was included however, the job description was not specifically approved.
Fiscal Impact
None, this change is already budgeted.
Staff Recommendation
Approve the position creation as requested.
Staff contact: Anne Keenan, 715-261-6632



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Nathan Cihlar, Police Department

To: Human Resources Committee

Date: January 13, 2025

Re: 2025 new position – Police Department – Community Service Officer II

Purpose:

Requesting approval of Job Description - Community Service Officer (CSO) II

Background:

Following Committee discussions on restructuring of the Animal Control program, on September 19, 2024, the City Council approved the Police Department's proposal for animal control services delivery for 2025 onward. The proposal included creation of a part-time Community Service Officer II position (up to 3 positions). The proposal included a new job description, which this Committee reviewed as part of approving the overall proposal.

Recommendation:

The Department brings forward and recommends approval of the Community Service Officer II job description, as it seeks to have the openings posted and filled.

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

**JOINT RESOLUTION OF THE PUBLIC HEALTH AND SAFETY
AND HUMAN RESOURCES COMMITTEE**

Recommending approval of the proposed restructuring of the animal control program within the Wausau Police Department.

Committee Action: Public Health and Safety 4-1
 Human Resources 3-2

Fiscal Impact: None

File Number: 24-0813

Date Introduced: August 19, 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, at the beginning of 2024, the Everest Metro Police Department chose not to renew their contract with the City of Wausau for animal control services; and

WHEREAS, this non-renewal resulted in a loss of \$16,800 in the 2024 animal control program budget; and

WHEREAS, as a result of the loss of budget, the police department and the clerk's office were tasked with re-evaluating the current animal control program; and

WHEREAS, the re-evaluation revealed the following:

- That the current animal control program was created in 2013 with a primary purpose to relieve patrol officers of the burden of responding to animal-related calls, and that purpose has not been met under the current structure; and
- That the 2013 goal that the cost of the animal control program would be covered by the pet

licensing costs was not achieved; and

- That the current program modeled after a single employee working regular business hours cannot sufficiently complete the work required of the position; and
- That the current program does not properly serve the public given there is a gap in services and patrol officers are still carrying much of the burden of responding to animal-related calls for service; and

WHEREAS, the animal control program restructure recommendation is a reasonable and fiscally responsible means to deliver the animal control services more effectively and more broadly as well as stay budget neutral; and

WHEREAS, the proposed model establishes a team approach that mitigates the current gap in services; and

WHEREAS, the proposed model to use part-time non-sworn officers would allow for up to 60 hours per week of animal control services which would include evening and weekend shifts; and

WHEREAS, the part-time non-sworn officers would be required to obtain Humane Officer certification through the state as well as other training required by the Wausau Police Department; and

WHEREAS, the proposed model will expand capacity and attention to pet licensing compliance and enforcement; and

WHEREAS, the proposed model is a budget neutral restructure which would expand overall capacity and efficiency of animal control and welfare service delivery to the public, as well as capacity for enforcement of a variety of municipal ordinances pertaining to quality-of-life concerns in the community; and

WHEREAS, the proposed model would result in the current employee's termination. Thus, to give the employee adequate time to find replacement employment, the current program would terminate in October 2024 when the 2024 budget expires. The new program would start in January 2025; and

WHEREAS, on May 20, 2024, the Public Health and Safety Committee, after hearing the presentation regarding the proposed restructure of the current animal control program within the police department, recommended the proposal be sent to the Human Resources Committee for consideration; and

WHEREAS, on June 10, 2024, the Human Resources Committee, after hearing the presentation regarding the current model and the proposed restructure of the animal control program, requested more information regarding the required qualifications for the humane officer position at the outset of the program; and

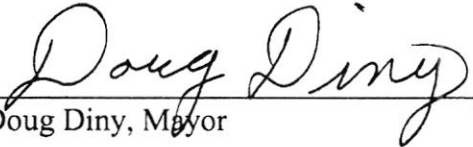
WHEREAS, on July 8, 2024, after receiving the requested information, the Human Resources Committee voted 2-2 to send the animal control program restructure proposal to the Common Council for approval; and

WHEREAS, on August 12, 2024, the matter was placed back on the Human Resources Committee for a revote, and the Committee recommended the proposal be submitted to the Common Council for

consideration; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the current animal control program expire in October 2024 when the budget terminates and be restructured starting January 2025 to the model proposed using multiple part-time officers to provide up to 60 hours of animal control services to include evenings and weekends as opposed to using a single employee to provide 40 hours of services during business hours.

Approved:



Doug Diny, Mayor

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

**JOINT RESOLUTION OF THE PUBLIC HEALTH AND SAFETY
AND HUMAN RESOURCES COMMITTEE**

Recommending approval of the proposed restructuring of the animal control program within the Wausau Police Department.

Committee Action: Public Health and Safety 4-1

Human Resources 3-2

Fiscal Impact: None

File Number: 24-0813

Date Introduced: August 19, 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, at the beginning of 2024, the Everest Metro Police Department chose not to renew their contract with the City of Wausau for animal control services; and

WHEREAS, this non-renewal resulted in a loss of \$16,800 in the 2024 animal control program budget; and

WHEREAS, as a result of the loss of budget, the police department and the clerk's office were tasked with re-evaluating the current animal control program; and

WHEREAS, the re-evaluation revealed the following:

- That the current animal control program was created in 2013 with a primary purpose to relieve patrol officers of the burden of responding to animal-related calls, and that purpose has not been met under the current structure; and
- That the 2013 goal that the cost of the animal control program would be covered by the pet

- licensing costs was not achieved; and
- That the current program modeled after a single employee working regular business hours cannot sufficiently complete the work required of the position; and
- That the current program does not properly serve the public given there is a gap in services and patrol officers are still carrying much of the burden of responding to animal-related calls for service; and

WHEREAS, the animal control program restructure recommendation is a reasonable and fiscally responsible means to deliver the animal control services more effectively and more broadly as well as stay budget neutral; and

WHEREAS, the proposed model establishes a team approach that mitigates the current gap in services; and

WHEREAS, the proposed model to use part-time non-sworn officers would allow for up to 60 hours per week of animal control services which would include evening and weekend shifts; and

WHEREAS, the part-time non-sworn officers would be required to obtain Humane Officer certification through the state as well as other training required by the Wausau Police Department; and

WHEREAS, the proposed model will expand capacity and attention to pet licensing compliance and enforcement; and

WHEREAS, the proposed model is a budget neutral restructure which would expand overall capacity and efficiency of animal control and welfare service delivery to the public, as well as capacity for enforcement of a variety of municipal ordinances pertaining to quality-of-life concerns in the community; and

WHEREAS, the proposed model would result in the current employee's termination. Thus, to give the employee adequate time to find replacement employment, the current program would terminate in October 2024 when the 2024 budget expires. The new program would start in January 2025; and

WHEREAS, on May 20, 2024, the Public Health and Safety Committee, after hearing the presentation regarding the proposed restructure of the current animal control program within the police department, recommended the proposal be sent to the Human Resources Committee for consideration; and

WHEREAS, on June 10, 2024, the Human Resources Committee, after hearing the presentation regarding the current model and the proposed restructure of the animal control program, requested more information regarding the required qualifications for the humane officer position at the outset of the program; and

WHEREAS, on July 8, 2024, after receiving the requested information, the Human Resources Committee voted 2-2 to send the animal control program restructure proposal to the Common Council for approval; and

WHEREAS, on August 12, 2024, the matter was placed back on the Human Resources Committee for a revote, and the Committee recommended the proposal be submitted to the Common Council for

consideration; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the current animal control program expire in October 2024 when the budget terminates and be restructured starting January 2025 to the model proposed using multiple part-time officers to provide up to 60 hours of animal control services to include evenings and weekends as opposed to using a single employee to provide 40 hours of services during business hours.

Approved:



Doug Diny, Mayor

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES
AND FINANCE COMMITTEE**

Authorizing Reclassification of Fire Marshal to Division Chief – Fire Prevention/Community Risk Reduction.

Committee Action: Human Resources Committee Approved 5-0
Finance Committee Approved 5-0

Fiscal Impact: Estimated \$4596.80 annual

File Number: 25-0109

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</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 Fire Chief has requested a title change from Fire Marshal to Division Chief – Fire Prevention/Community Risk Reduction to better align with the duties and responsibilities of the position; and

WHEREAS, in 2019 the Human Resources Department conducted a compression analysis of all City positions, which confirmed a minimum 5% spread in base pay between all positions with a supervisor/subordinate relationship in the Fire Department, including between represented and non-represented positions; and

WHEREAS, the City of Wausau has previously established that the acceptable margin in compensation commonly referred to as “compression” between line staff and supervision is 5%; and

WHEREAS, the City of Wausau recently negotiated with its Fire union, after which the Human Resources Department again reviewed potential compression issues with non-represented supervisor staff, which identified one area of compression; and

WHEREAS, your Human Resources Committee and Finance Committee reviewed and recommends the following action be taken to address the one area of compression:

- Division Chief – Fire Prevention/Community Risk Reduction (Fire Marshal) to be increased by one pay step effective 01/19/2025.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau to reclassify the Fire Marshal position (\$63,107.02- \$94,702.40 annually) to Division Chief – Fire Prevention/Community Risk Reduction (\$66,206.40-\$99,299.20 annually) effective January 19, 2025.

Approved:

Doug Diny, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: January 13, 2025, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens,
Vicki Tierney
MEMBERS ABSENT:
Also Present: Mayor Diny

The meeting of the Human Resources Committee was called to order by McElhaney.

Discussion and Possible Action to Approve Reclassification of Fire Marshal (Grade 14) to Division Chief – Inspections-Community Risk Reduction (Grade 13).

McElhaney said that this item was brought forward due to previous direction by the committee to ensure that there is a 5% spread between staff and supervisors, and that when union employees receive an increase, compression can eventually occur with supervisors who are not union employees. Chief Kopp said McElhaney did a good job explaining the issued and that this is one position where this occurs in the Fire Department. An offer had be provided to someone for this position but they decided not to pursue it because of the compensation amount.

Martens asked about the title change and if this meant that the department would have four divisions. Kopp said the department has three divisions: fire training, EMS, and inspections. Gisselman asked how many people this new division would supervise. Kopp said the division is already in place and that they currently supervise the lieutenant inspector and firefighter inspector positions. Kopp reiterated that this is not a new division or new position, but rather a new title.

Motion by Martens to approve reclassification of Fire Marshal (grade 14) to Division Chief – Inspections-Community Risk Reduction (grade 13). Second by Tierny. All ayes. Motion passed 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, January 14, 2025, at 5:15 p.m., Council Chambers

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

Others Present: Eric Lindman, Jeremy Kopp, Anne Jacobson, Rick Rubow

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

Discussion and possible action to approve reclassification of Fire Marshal (Grade 14) to Divisions Chief - Inspections-Community Risk Reduction (Grade 13).

Motion by McElhaney, seconded by Tierney, to approve. Motion carried 5-0.

DRAFT

Human Resource Committee Packet

January 13, 2025

Agenda Item
Discussion and possible action reclassifying the Fire Marshal to Division Chief – Fire Prevention/Community Risk Reduction.
Background
Whereas in 2019 the Common Council approved a minimum of a 5% spread in base between all positions with a supervisory/subordinate relationship in the Fire Department, including between represented and non-represented positions. The Fire Marshal (Salary Grade 14, \$63,107.20-\$94,702.40) position has become vacated for a recent retirement. As part of the recruitment process, the department reviewed the job description and responsibilities of the Division Chief – Fire Prevention/Community Risk Reduction noting that with the recently approved labor agreement that the Division Chief – Fire Prevention/Community Risk Reduction was under the 5% spread. The Human Resources Department has evaluated the responsibilities of the Division Chief – Fire Prevention/Community Risk Reduction and recommend the position to be reclassified at salary grade 13 (\$66,206.40-\$99,299.20) to maintain the minimum of 5% spread. The Human Resources Department also recommends the title to become Division Chief – Fire Prevention/Community Risk Reduction. The position remains exempt under FLSA and has people management responsibilities.
Fiscal Impact
Fiscal impact will be dependent on candidate and experience. Maximum impact would be \$4,596.80.
Staff Recommendation
Approve the reclassification as recommended.
Staff contact: Anne Keenan (715-261-6632) and Jeremy Kopp (715-261-7901).



JOB DESCRIPTION

Division Chief – Fire Prevention/ Community Risk Reduction

Job Title:	Division Chief – Fire Prevention/Community Risk Reduction	Reports To:	Fire Chief
Department:	Fire	FLSA Status:	Exempt
Division:	Fire - Inspections	EEO Code:	4-Protective Service Workers
Salary Grade:	13	Job Code:	CW 1133
Employee Group:	General Employee	Training Category:	D-Staff
Created:		Last Revision:	February 2023

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to provide managerial oversight to the planning, implementation, evaluation of fire prevention, fire investigations, and fire safety education within the City of Wausau. The Fire Marshal is responsible for developing programs and procedures in accordance with fire department goals and objectives, and the Wausau Municipal Ordinance. Work involves the inspection of new and/or existing structures in order to achieve compliance with applicable State statutes and Wausau Municipal Code. This work also involves issuance and follows through on violation notices and citations and limited related plan review work.

Essential Duties and Responsibilities

1. Supervises assigned personnel, including assigning and reviewing work and procedures, evaluating performances, maximizing performance and/or correcting unacceptable performance; complete formal performance appraisal process; and correct or recommend personnel actions in accordance with fire department and City of Wausau work rules and policies.
2. Assumes the Role and Responsibilities of the Fire Marshal position as designated and outlined in NFPA 1037.
3. Establishes, executes, and evaluates the budget for the fire prevention division.
4. Develops, maintains, and evaluates the fire prevention division record-keeping system.
5. Recommends revisions to current City fire code ordinances.
6. Manages the process for conducting fire inspections, fire investigations, and fire safety education.
7. Inspects properties for fire code violations as required by Wisconsin State statutes and Wausau Municipal Code. Conducts periodic special inspection, writes technical reports on findings, issues violation notices, conducts re-inspections, recommends the issuance of citations, processes complaints and referrals, and follows through on the compliance process.
8. Observes or reviews annual testing of fire protection systems and act on deficiencies.
9. Duties will also include inspections of a variety of multi-family residential and commercial construction for fire code compliance under the National Fire Protection Association (NFPA) Fire Codes.

10. Inspects properties to ensure compliance with codes relative to safe storage and handling of flammable and combustible liquids and hazardous materials. Uses detection devices to measure presence of flammable and combustible gases.
11. Manages the fire investigative process and performs fire investigations to determine origin and cause. This essential duty is defined and followed utilizing NFPA 1033 and NFPA 921. Duties include gathering photographic and physical evidence, conducting investigations to document onsite conditions, and overseeing field- testing. This includes scene photography, interviewing witnesses, and evidence/data gathering. Prepares oral and written reports that document origin cause of fire or explosive incidents. Provides expert testimony when requested or required.
12. Evaluates target risks in the community using level of protection and occupancy types and assists in development of community risk profile.
13. Develops, plans and presents fire safety programs to civic groups, educational groups, private institutions and the public. Develops, plans, and presents fire safety programs for the Wausau school district which encompasses kindergarten, 1st, 3rd and 5th grades throughout elementary schools in the Wausau School District.
14. Implements and prepares the fire department's smoke and carbon monoxide placement program. This program is a collaborative effort between the Wausau Fire Department, City of Wausau's Community Development, and the American Red Cross.
15. Develops, plans and implements the City of Wausau Fire Department's Youth Firesetter Intervention Program. Maintain the collaborative network through Wausau Police Department, Social Services and Municipal Court.
16. Reviews and approves permit applications and conducts inspections and maintains records as required, while maintaining appropriate communication with other divisions or the chief as needed or required.
17. Receives, investigates, and determines appropriate response to citizen complaints against the Fire Department Prevention Division.
18. Receives and investigates complaints and determines if hazardous conditions are present.
19. Performs basic level sprinkler plan review and witness testing. Acts on findings.
20. Maintains adequate supplies for fire prevention division. Orders supplies as needed.
21. Assists in the planning and supervision of fire drills in schools, hospitals, nursing homes and other public buildings. Verifies emergency planning and preparedness measures are in place.
22. Reviews special events applications and performs required fire safety inspections at special events.
23. Reviews fireworks permit applications, including a review of ATF licensure, event insurance, and site visit to assess the feasibility of the site location.
24. Reviews new and existing construction documents through the Evolve System and provides fire protection recommendations to the applicants.
25. Visits building sites periodically throughout the construction or remodeling phases to ensure work is progressing in a fire safe manner and in accordance with approved plans and specifications, investigates complaints regarding construction and maintains records of inspections.
26. Performs special studies and research as requested by the fire chief and makes recommendations on changes and improvements to department procedures or policies.
27. Attends training, seminars and/or conferences related to fire inspection, fire investigation and fire prevention education to meet current standards and best practices.

Additional Duties and Responsibilities

- Performs various duties as assigned.

Education and Experience Requirements

A Bachelor degree or higher from a regionally accredited college or university with four to six years of fire inspection, building construction, and fire cause and origin investigation experience is required, or any combination of education, training and experience that provides the equivalent knowledge, skills and abilities to perform the position. The following certifications and licenses are also required:

- State of Wisconsin Fire Officer I Certification
- State of Wisconsin Fire Inspector I Certification
- State of Wisconsin Firefighter II Certification
- International Association of Arson Investigators Fire Investigation Technician (IAAI-FIT)
- State of Wisconsin Emergency Medical Technician-Basic license
- Wisconsin driver's license
- National Incident Management System (NIMS) Incident Command System (ICS) 700, 100, 200, 300, 400
- DSPS UDC HVAC Inspection Certification
- DSPS Fire Detection, Prevention and Suppression Inspector License
- Youth Firesetter Intervention and Prevention
- Hazardous Materials Technician Certification

Knowledge, Skills and Abilities

- Skilled in the use of a computer and various software applications; knowledgeable of the current computer programs and applications used by the Department (APX pre-planning inspection and investigation software, The Compliance Engine, Intellitime, Evolve, Microsoft Suite) and the ability to utilize these applications to perform the essential functions of the position. Ability to learn and apply new technology as required.
- Ability to supervise assigned employees and effectively manage difficult and sensitive issues professionally and in a manner that aligns with the values of the Department.
- Ability to use reasoning in performing functions such as supervising, managing, leading, instructing, directing and delegating.
- Ability to plan, assign, supervise and review the work of assigned employees.
- Ability to decide the time, place and sequence of operations within an organizational framework, as well as the ability to oversee their execution. Ability to analyze and categorize data and information using established criteria, in order to determine consequences and to identify and select alternatives.
- Ability to set and meet productivity goals and complete time-critical projects.
- Ability to maintain confidentiality.
- Ability to understand, interpret and apply documents such as operating instructions, policies, procedures, codes, state statutes, adopted ordinances and safety rules.
- Ability to research and apply best practices specific to fire prevention and inspections, including the National Incident Management System (NIMS) and the ability to apply concepts appropriately.
- Ability to communicate in English, clearly, concisely, professionally and effectively both orally and in writing. Knowledge of business letter writing, basic report preparation and principles and procedures of record keeping.
- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.
- Ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of information.
- Ability to operate equipment and machinery with some requiring complex and rapid adjustments, such as motor vehicles, firefighting equipment, investigation hand tools, audio-visual equipment, tape recorders, computer keyboard/typewriter, photocopier, fax machine, telephone, two-way radio, calculator and gas detectors.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use and firefighting equipment operation.

- Ability to exert mildly heavy physical effort in moderate to heavy work, occasionally involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, twisting, pushing, and pulling.
- Ability to work independently with little to no supervision.
- Ability to use problem-solving skills to successfully resolve issues or problems.
- Ability to use discretion and good judgement in situations not covered by policy or previous practice.
- Ability to organize and maintain Department recordkeeping systems pertinent to the Fire Prevention Division.
- Knowledge of firefighting tactics and strategies and knowledge and ability in the use of firefighting tools and equipment.
- Knowledge of plan review for all new development and structures relating to the engineering of all fire safety features, design and equipment.

Physical and Working Environment

Ability to work under conditions where exposure to environmental factors such as temperature variations and extremes, odors, toxic agents, potential violence, noise, vibrations, machinery, electrical current, explosives, wetness, disease and/or dust, may cause discomfort and where there is a risk of injury.

Moderate exposure to environmental conditions that impact physical comfort such as poor ventilation and temperature extremes. May require specialized clothing or use of common personal protective equipment such as a respirator or self-contained breathing apparatus. Damage to clothing is possible.

Close mental and visual attention is continuously required. Moderate physical demands typically found in trades work with moderate exposure to workplace hazards. Occasionally requires lifting, bending, twisting, climbing, balancing, stooping, kneeling, crouching and/or crawling, turning, and use of power equipment. Occasionally requires lifting, pushing, or pulling up to 100 pounds during the course of an investigation.

Varied work environment encompassing office settings, outdoor work in occasionally poor weather conditions, hazardous traffic areas, in and around structures that may be hazardous and/or unstable and under unfavorable or unsanitary conditions with may include biohazards, air and blood-borne pathogens.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEE

Authorizing Compensation Plan Adjustment – Internal Alignment between union and non-represented supervisory staff.

Committee Action: HR: Approved 4-0
FIN: Approved 5-0

Fiscal Impact: Estimated \$7,400 (not including overtime or benefits)

File Number: 03-1111

Date Introduced: January 26, 2021

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, in October 2019 and January 2020 the Wausau Common Council moved to address internal compression for Police Lieutenants; and

WHEREAS, the City of Wausau has previously established that the acceptable margin in compensation commonly referred to as “compression” between line staff and supervision is 5%; and

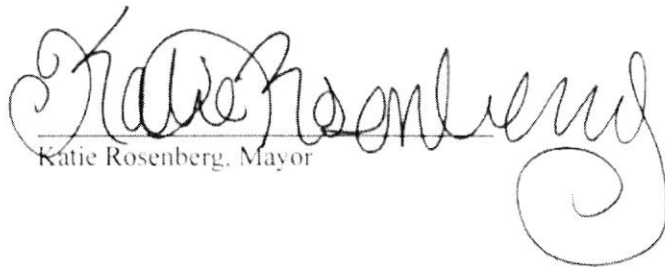
WHEREAS, the City of Wausau recently negotiated successor with its Police, Fire and Transit unions, after which the Human Resources Department again reviewed potential compression issues with non-represented supervisory staff, which identified eight (8) areas of compression; and

WHEREAS, your Human Resources Committee and Finance Committee reviewed and recommends the following actions be taken to address these areas of compression:

- One Transit supervisor be increased by one pay step effective 12/27/20
- One Fire Battalion Chief be increased by one pay step effective 12/27/20
- Six Police Lieutenants be increased effective upon the midyear 2021 increase represented in the collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the salary for one Transit supervisor, one Battalion Chief and six Police Lieutenants is adjusted as described above.

Approved:

A handwritten signature in cursive script, reading "Katie Rosenberg", written over a horizontal line. The signature is fluid and extends to the right with a large loop.

Katie Rosenberg, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: December 14, 2020 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Michael Martens, Lou Larson, Becky McElhaney, James Wadinski
MEMBERS ABSENT: Dawn Herbst.
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Addressing Compression Between Union and Non-Represented Supervisory Staff.

Vanderboom said now that the tentative agreements have been accepted, the City looks at compression issues that can arise between union employees and supervisors due to increases not being the same. The City prefers to have a 5% spread between union employees and the first line supervisors. Vanderboom said that some instances of compression were found that should be addressed and approved to bring to the Finance Committee for approval. Vanderboom went over the increases that are necessary with the committee. Larson asked if the increases were reflected in the budget. Vanderboom said that the increases were not included in the budget and therefore will need to go to the Finance Committee. Vanderboom said the amount is about \$7,400 plus benefits.

Motion by Larson to approve addressing compression between union and non-represented supervisory staff and forwarding to the Finance Committee. Second by Wadinski. All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, January 12, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Rasmussen, Martens, Herbst; *By WebEx*: Watson, Ryan

Others Present: Kremer, Groat, Jacobson, Kujawa, Lindman, Rosenberg, Rubow, Vanderboom, Neal, Chuck Ghidorzi

Discussion and Possible Action Addressing Pay Compression between Union and Non-Represented Supervisory Staff

Rasmussen stated this periodically happens in the pay matrix where certain employees are eligible for overtime and employees in the supervisory role are not, and employees start to make more than the supervisor. Or an overlap can also happen and certain grades become compressed causing difficult recruiting people.

Motion by Martens, second by Watson to approve. Motion carried 5-0.

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES
AND FINANCE COMMITTEE**

Approving amendment to the Employee Handbook Section 5.15.5 – Clothing and Equipment – Cold Weather Gear Reimbursement.

Committee Action: Human Resources Committee Approved 4-0
Finance Committee Approved 5-0

Fiscal Impact: \$2,800

File Number: 25-0110

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</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 of Wausau’s Employee Handbook is intended to provide City of Wausau Employees with convenient access to the operating policies and practices of the City, and;

WHEREAS, the Director of Public Works and Utilities has requested that the Cold Weather Gear reimbursement under Employee Handbook Section 5.15 Subsection 5 be increased from \$50.00 per year to \$75.00 per year to cover increased clothing cost of gear; and;

WHEREAS, your Human Resources Committee and Finance Committee have reviewed and recommended the increase of the reimbursement due to the increased cost of Cold Weather Gear; and

WHEREAS, on January 13, 2025, your Human Resources Committee and on January 14, 2025, your Finance Committee have reviewed and recommended the increase from \$50.00 to \$75.00 per year for Cold Weather Gear under the Employee Handbook Section 5.15 Subsection 5; and

NOW THEREFORE BE IT RESOLVED, By the Common Council of the City of Wausau that the Employee Handbook Section 5.15 subsection 5 Cold Weather Gear reimbursement be increased from \$50.00 to \$75.00 annually; and

BE IT RESOLVED, the Common Council of the City of Wausau that employee Handbook Section 5.15 Subsection 5 will be adjusted to \$75.00 annually for Cold Weather Gear reimbursement effective January 19, 2025.

Approved:

Doug Diny, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: January 13, 2025, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens,
Vicki Tierney
MEMBERS ABSENT:
Also Present: Mayor Diny

The meeting of the Human Resources Committee was called to order by McElhaney.

**Discussion and Possible Action to Approve Amending Employee Handbook Section 5.15.5 –
Clothing and Equipment – Cold Weather Gear Reimbursement.**

Eric Lindman said that upon review of this reimbursement, he felt that they amount should be increased from \$50 to \$75 dollars for cold weather gear as prices have increased over the years. Lindman explained that this is a one-time reimbursement per year. Motion by Gisselman to approve amending employee handbook section 5.15.5 – clothing and equipment – cold weather gear reimbursement. Second by Martens. All ayes. Motion passed 4-0. Tierney absent for vote.

FINANCE COMMITTEE

Date and Time: Tuesday, January 14, 2025, at 5:15 p.m., Council Chambers

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

Others Present: Eric Lindman, Jeremy Kopp, Anne Jacobson, Rick Rubow

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

Discussion and possible action amending the Employee Handbook Section 5.15.5 – Clothing and Equipment.

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

DRAFT

Human Resource Committee Packet

January 13, 2025

Agenda Item
Discussion and Possible Action amending the Employee Handbook Section 5.15.5 – Clothing and Equipment.
Background
Due to the increased cost for cold weather gear, the Director of Public Works and Utilities is requesting to increase the allowance on cold weather gear from \$50.00 per year to \$75.00 per year. The allowance can go towards the purchase of long underwear, woolen socks, insulation inserts for boots, and other winter clothing items.
Fiscal Impact
\$2,800
Staff Recommendation
Approve the amendments to the handbook section 5.15.5 to increase the allowance of cold weather gear to \$75.00 per year.
Staff contact: Anne Keenan, 715-261-6632

5.15 – Clothing and Equipment

The City provides clothing allowances and uniforms to certain employees.

Building Maintenance employees shall be furnished shirts and pants by the City.

Parking Control Specialists shall receive uniforms purchased by the City at the time of initial employment.

The City will maintain such uniforms by replacing damaged or worn out clothing upon proof of the need for replacement.

Employees in the following divisions will receive the following Clothing and Equipment:

Community Development Maintenance Division	Engineering Division	GIS
Division		
Streets and Maintenance Division	Water Division	
Inspections- Electrical Division	Wastewater Division	

1. All protective clothing required to perform essential job duties shall be owned and furnished by the City in its discretion at no cost to employees. Such protective clothing shall be left on City property at the close of the working day.
2. The City shall provide eleven (11) sets of uniforms for employees in these divisions except the Engineering Division.
3. The City shall furnish hand tools needed to perform the employee's job requirements as determined by the City. Power tools, special equipment and large tools will be furnished by the City. Any question concerning the necessity of purchasing additional tools shall be determined by the City. Employees are responsible for the costs of replacing/repairing City owned tools and equipment that are lost, stolen or damaged due to the fault of the employee.
4. Motor Pool staff including Equipment Services Mechanics, Senior Equipment Mechanics and Fleet Supervisor are required to supply and use their own tools. Motor Pool staff responsible to maintain their tools in good working order, and are responsible for the costs of replacing/repairing their personal tools. These employees shall receive an annual tool allowance of \$500.
5. Employees shall receive an annual reimbursement of ~~\$75.00~~~~50.00~~ towards the purchase of cold weather gear.
6. Employees will be reimbursed 50% of the cost up to \$125.00 per pair of safety boots annually. Boots must be worn on all job sites and inspected for compliance to ANSI F2421 or ANSI F2413 standard.

Persons classified as Police Chief and Fire Chief shall receive a uniform allowance of \$475.00 per year. Persons classified as Deputy Fire Chief, Battalion Chief, Fire Division Chief and Fire Marshal shall receive a uniform allowance in accordance with the provisions of Article 15 of the agreement between the City of Wausau and Wausau Firefighter Association, Local 415. Persons classified as Police Lieutenant, Police Captain or Deputy Police Chief shall receive a uniform

allowance in accordance with the provisions of Article 21 of the agreement between the City of Wausau and the Professional Police Association.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving amendment to the Employee Handbook Section 5.10 – Mechanic Incentive Pay (Water Utilities).

Committee Action: Approved 4-0

Fiscal Impact:

File Number: 25-0111

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐	No ☐	
	<i>Included in Budget:</i>	Yes ☐	No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐	No ☐	<i>Amount:</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, on March 12, 2024, the Common Council approved the addition of incentive pay for specific certifications obtained and held by Utility employees, and;

WHEREAS, at time of approval a request was not made to modify the Employee Handbook, and;

WHEREAS, for continuity of Employee Handbook provisions the Human Resource staff is requesting to include incentive pay amounts in the Employee Handbook, and;

WHEREAS, it is requesting to change the title of Employee Handbook Section 5.10 from Mechanic Incentive Pay (Water Utilities) to Incentive Pay (Utilities), and;

WHEREAS, on January 13, 2025, your Human Resources Committee reviewed and approved the modified Employee Handbook language section 5.10.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that Employee Handbook section 5.10 is hereby amended to read: 5.10 Incentive Pay (Utilities).

NOW THEREFORE BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that employee Handbook section 5.10 will include the incentive pay chart for Utility employees.

Approved:

Doug Diny, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: January 13, 2025, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens,
Vicki Tierney
MEMBERS ABSENT:
Also Present: Mayor Diny

The meeting of the Human Resources Committee was called to order by McElhaney.

**Discussion and Possible Action to Approve Amending Employee Handbook Section 5.10 –
Mechanic Incentive Pay (Water Utilities).**

McElhaney said that this is a housekeeping item to put the language for water utility incentive pay into the handbook.

Motion by Gisselman to approve amending employee handbook section 5.10 – mechanic incentive pay (water utilities). Second by Kilian. Gisselman said that these items should go to Council with the amending language on the resolution so that they do not have to go back to committee. McElhaney said that she agrees and will work on that in the future. All ayes. Motion passed 4-0. Tierney absent for vote.

Human Resource Committee Packet

January 13, 2025

Agenda Item
Discussion and Possible Action amending the Employee Handbook Section 5.10 – Mechanic Incentive Pay (Water Utilities)
Background
On March 12, 2024, the Common Council approved additional certification pay for Utility employees. At the time of approval, staff failed to add the additional language to the resolution to update the Employee Handbook. The addition of incentive pay was implemented on March 12, 2024, the Human Resource staff is requesting the ability to amend the Employee Handbook section 5.10 with addition of incentive pay charts and title change to: 5.10 - Incentive Pay (Utilities).
Fiscal Impact
none
Staff Recommendation
Approve the amendments to the handbook section 5.10 with incentive pay charts and title change.
Staff contact: Anne Keenan, 715-261-6632

5.10 —~~Mechanic~~ Incentive Pay (~~Water~~ Utilities)

Employees classified as a Water Plan Operations Technician in the Water Department or Plant Maintenance Mechanic in the Sewage Department are eligible for an educational incentive pay of \$0.75 per hour upon achieving 50% of the electrical and instrumentation training program as confirmed by North Central Technical College officials. Upon completion of the electrical and instrumentation NTC program and receipt of a State of Wisconsin Journeyman card, the employee will receive an incentive pay of \$1.50 per hour.

Employees who successfully complete certification(s) will be eligible for the following incentive pay:

COLLECTION SYSTEM DIVISION					
Workday Name	Certification Description	Class Code	Grade Level	Pay Incentive (per hour)	Expiration Date
WW Locate/Clean	Subsurface Utility Locating	n/a	Basic	\$0.75	-
	Sewer Cleaning 102	n/a			-
WW SS/PACP/LACP/MACP	Collection System	SS	Basic	\$0.50	-
	Pipeline Assessment Certification Program	PACP			-
	Lateral Assessment Certification Program	LACP			-
	Manhole Assessment Certification Program	MACP			-
					-
WW ITCP-CIPP/MH	Inspector Training Certification Program - Cured-In-Place Pipe Installation	ITCP-CIPP	n/a	\$0.25	-
	Inspector Training Certification Program - Manhole Rehabilitation	ITCP-MH			-

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TREATMENT SYSTEM DIVISION					
Workday Name	Certification Description	Class Code	Grade Level	Pay Incentive (per hour)	Expiration Date
WW A-1/B/C	Biological Treatment	A-1	Basic	\$0.50	-
	Solids Separation	B			
	Solids Treatment	C			
WW D/P/L	Disinfection	D	Basic	\$0.50	-
	Nutrient Removal	P			
	Laboratory	L			
WW SS	Collection System	SS	Basic	\$0.25	-
WW Advanced	Advanced WW Treatment Plant Operator Certification	-	Advanced	\$0.25	-

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- WATER DEPARTMENT CERTIFICATIONS - - -							
Workday Name	Certification Description	Class Code	Grade Level	Pay Incentive (per hour)	Grade Level	Pay Incentive (per hour)	Expiration Date
Water D/G	Distribution System	D			1	\$0.40	-
	Groundwater	G					-
Water I	Iron Removal	I	I	\$0.10	1	\$0.20	-
Water S	Surface Water	S	I	\$0.20			-
Water V	VOC	V	I	\$0.10	1	\$0.20	-
Water Z	Zeolite Softening	Z	I	\$0.10	1	\$0.20	-
Water SPS	Cross Connection TR	SPS			N/A	\$0.30	-

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving amendment to the Employee Handbook Section 5.15.7 – Clothing and Equipment – Safety Eyeglasses Reimbursement.

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 25-0112

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</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 of Wausau’s Employee Handbook is intended to provide City of Wausau Employees with convenient access to the operating policies and practices of the City, and;

WHEREAS, the Director of Public Works and Utilities has requested that the Safety Eyeglasses Reimbursement pay be listed in the City of Wausau’s Employee Handbook, and;

WHEREAS, for continuity of Employee Handbook provisions the Human Resource staff is requesting to include the Safety Eyeglasses reimbursement pay amounts in the Employee Handbook, and;

WHEREAS, on January 13, 2025, your Human Resources Committee reviewed and approved the modified Employee Handbook language Section 5.15.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that Employee Handbook section 5.15- Clothing and Equipment is hereby amended to include Subsection 7, Safety Eyeglasses Reimbursement pay.

NOW THEREFORE BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that employee Handbook Section 5.15 Subsection 7 will include the reimbursement pay for Safety Eyeglasses for employees under the Director of Public Works and Utilities.

Approved:

Doug Diny, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: January 13, 2025, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens,
Vicki Tierney
MEMBERS ABSENT:
Also Present: Mayor Diny

**Discussion and Possible Action to Approve Adding Employee Handbook Section 5.15.7 –
Clothing and Equipment – Safety Eyeglasses Reimbursement.**

(Kilian asked a related question but the microphone was not turned on.) Lindman said that the glasses need to meet ANSI standards in order to be eligible for reimbursement. Lindman explained that for individuals who wear regular glasses, it is easier for them to wear prescription safety glasses instead of goggles over their glasses. The reimbursement would cover the frames and lenses. (*Tierney arrived at this time.*)

Motion by Kilian to approve adding employee handbook section 5.15.7 – clothing and equipment – safety eyeglasses reimbursement. Second by Martens. All ayes. Motion passed 5-0.

Human Resource Committee Packet

January 13, 2025

Agenda Item
Discussion and Possible Action amending the Employee Handbook Section 5.15 – Clothing and Equipment.
Background
In 2006 the Department of Public Works implemented a Safety Eye Glass Reimbursement Policy and Procedure. This policy listed the safety eyeglass standard of ANSI Z87.1 to be eligible for reimbursement, including the reimbursement rate. In 2019 the reimbursement rate changed from \$109.00 to \$120.00. In the spirit of safety to our employees, the city is requesting to continue this past practice. The Human Resources Department is seeking to include the reimbursement rate for ANSI Z87.1 safety eyeglass to be included in the Employee Handbook Section 5.15.7 – Clothing and Equipment. Addition in the Employee Handbook will allow a uniformed area for reimbursement information.
Fiscal Impact
None.
Staff Recommendation
Approve the amendments to the handbook section 5.15 to include the reimbursement rate of ANSI Z87.1 safety eyeglasses.
Staff contact: Anne Keenan, 715-261-6632

5.15 – Clothing and Equipment

The City provides clothing allowances and uniforms to certain employees.

Building Maintenance employees shall be furnished shirts and pants by the City.

Parking Control Specialists shall receive uniforms purchased by the City at the time of initial employment.

The City will maintain such uniforms by replacing damaged or worn out clothing upon proof of the need for replacement.

Employees in the following divisions will receive the following Clothing and Equipment:

Community Development Maintenance Division	Engineering Division	GIS
Streets and Maintenance Division	Water Division	
Inspections- Electrical Division	Wastewater Division	

1. All protective clothing required to perform essential job duties shall be owned and furnished by the City in its discretion at no cost to employees. Such protective clothing shall be left on City property at the close of the working day.
2. The City shall provide eleven (11) sets of uniforms for employees in these divisions except the Engineering Division.
3. The City shall furnish hand tools needed to perform the employee's job requirements as determined by the City. Power tools, special equipment and large tools will be furnished by the City. Any question concerning the necessity of purchasing additional tools shall be determined by the City. Employees are responsible for the costs of replacing/repairing City owned tools and equipment that are lost, stolen or damaged due to the fault of the employee.
4. Motor Pool staff including Equipment Services Mechanics, Senior Equipment Mechanics and Fleet Supervisor are required to supply and use their own tools. Motor Pool staff responsible to maintain their tools in good working order, and are responsible for the costs of replacing/repairing their personal tools. These employees shall receive an annual tool allowance of \$500.
5. Employees shall receive an annual reimbursement of \$50.00 towards the purchase of cold weather gear.
6. Employees will be reimbursed 50% of the cost up to \$125.00 per pair of safety boots annually. Boots must be worn on all job sites and inspected for compliance to ANSI F2421 or ANSI F2413 standard.
7. Employees will be reimbursed up to \$120.00 annually for the full cost of safety eyeglasses that meet the ANSI Z87.1 requirement. For reimbursement, documentation of the glass and frames must meet the ANSI Z87.1 standard.

Persons classified as Police Chief and Fire Chief shall receive a uniform allowance of \$475.00 per year. Persons classified as Deputy Fire Chief, Battalion Chief, Fire Division Chief and Fire Marshal shall receive a uniform allowance in accordance with the provisions of Article 15 of the

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agreement between the City of Wausau and Wausau Firefighter Association, Local 415. Persons classified as Police Lieutenant, Police Captain or Deputy Police Chief shall receive a uniform allowance in accordance with the provisions of Article 21 of the agreement between the City of Wausau and the Professional Police Association.

Anne Keenan

From: Sheila Mabry
Sent: Friday, August 5, 2022 10:11 AM
To: Anne Keenan
Subject: RE: Safety glasses

To be eligible for reimbursement of safety glasses you must have initially purchased a pair of glasses that originally met the ANSI (Z87.1) and have documentation of the initial ANSI approval. The frames of the glass must meet the standards as well.

**\$120 MAX 03/27/19 per Eric Lindman
FOR ANY FULL BILL - NOT JUST
LENS**

Employee purchases a replacement pair of approved ANSI (Z87.1) safety lenses and will receive a refund for the cost of the lenses replacement for a single vision lens, no additional items such as photo gray/brown.

Have a great day!

Sheila Mabry

From: Anne Keenan <Anne.Keenan@ci.wausau.wi.us>
Sent: Friday, August 5, 2022 9:41 AM
To: Sheila Mabry <Sheila.Mabry@ci.wausau.wi.us>
Subject: Safety glasses

Hi Sheila,

I know I've asked this before.

City of Wausau
DPW
Safety Eye Glass Reimbursement Policy & Procedure

Eligible employees are Mechanics and Storm Sewer Construction and Maintenance employees.

Replacement lenses and frames and side-shields must meet ANSI Z87.1 standards.

Show your immediate supervisor the pair of damaged glasses you wish to replace due to the damages that were caused by city employment prior to replacing your eyewear. Failure to pre-approve the replacement glasses may negate a refund on lenses.

For **Single Vision** lenses you will be reimbursed up to \$39.00 pair for plastic lenses or \$59.00 pair for Poly Carbonate lenses or \$59.00 pair for glass lenses. Poly Carbonate lenses are the safest and most impact resistant.

For **Bi-Focal** lenses you will be reimbursed up to \$68.00 pair for plastic lenses or \$109.00 pair for Poly Carbonate lenses or \$109.00 pair for glass lenses. Poly Carbonate lenses are the safest and most impact resistant.

Any side-shields will be reimbursed with a reasonable price.

You may find better pricing but will not receive more than you paid for your lenses.

Items that will not be reimbursed are Transitions or Photo-Gray lenses (tinted) or Verilux no-line bifocal lenses or other coatings that are applied.

Price estimates were gathered by calling Shopko Optical and asking the following Questions.

Single Vision

Plastic	Poly Carbonate	Glass
\$39.00	\$59.00	\$71.00
\$114.00 (Transition)	\$134.00 (Transition)	\$98.00 (Photo-Gray)

Bi-Focal

Plastic	Poly Carbonate	Glass	
\$68.00	\$109.00	\$103.00	Lined
\$137.00	\$220.00	\$179.00	No-Line / Progressive
\$241.00 (Transition)	\$324.00 (Transition)	\$240.00 (Photo-Gray)	Tinted

Side shields are \$3.00 for removable type and \$4.00 for attached type.

Frames range in price from \$19.99 to \$179.00.

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Adoption of the Risk Management Policy & Organization.

Committee Action: Adopted 4 - 0

Fiscal Impact: None

File Number: 06-1215

Date Introduced: December 12, 2006

RESOLUTION

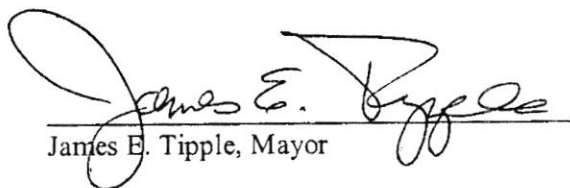
WHEREAS, your Human Resources Committee recognizes its responsibility to provide services in the most effective and efficient manner in order to promote and enhance Wausau's living environment, to plan and encourage positive growth, and to promote a positive community image by encouraging citizen involvement and civic pride, and further recognizes its responsibility to provide a safe and healthy work environment for its employees, maintain the safety of the City's fleet operations, maintain the safety of the general public, and protect the City property from damage and loss; and

WHEREAS, as a result of its responsibility, your Human Resources Committee hereby recommends adoption of a Risk Management Policy & Organization that updates and broadens the scope of the existing Employee Safety Program to include employee safety and health, third party liability, auto (fleet) exposures, and property damage, and

WHEREAS, this Risk Management Policy & Organization, is attached hereto, and a copy is on file in the City Clerk's office,

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the attached City of Wausau Risk Management Policy & Organization is adopted effective immediately.

Approved:


James E. Tipple, Mayor

**JOINT RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE
AND FINANCE COMMITTEE**

Approving Sale of Wausau Fire Department Ladder 2.

Committee Action: PH&S 4-0 to refer to Finance
Finance Approved 5-0

Fiscal Impact:

File Number: 24-1108

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐	No ☐	
	<i>Included in Budget:</i>	Yes ☐	No ☐	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes ☐	No ☐	<i>Amount:</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, Ladder 2, a critical piece of equipment in the Wausau Fire Department's fleet, was involved in a significant legal matter following an injury to a firefighter in March of 2024; and

WHEREAS, given the need to maintain high standards of safety and operational effectiveness, it is being recommended to sell Ladder 2 and acquire a replacement apparatus that meets the Fire Department's needs; and

WHEREAS, Section 3.14.020 of the Wausau Municipal Code permits sale of items of special or limited interest to be advertised in the official City newspaper or other publications in order that a fair market sale is realized; and

WHEREAS, the Fire Department is looking to utilize Brindlee Mountain Fire Apparatus, a reputable company specializing in the sale of fire equipment, to sell Ladder 2; and

WHEREAS, your Finance Committee, on November 26, 2024, discussed and referred the sale of Ladder 2 and the acquisition of a replacement apparatus to the Public Health and Safety Committee; and

WHEREAS, your Public Health and Safety Committee, on December 16, 2024, discussed the sale of Ladder 2 and the acquisition of a replacement apparatus and recommended referring the item back to the Finance Committee; and

WHEREAS, your Finance Committee, on January 14, 2024, discussed and recommended selling Ladder 2 through Brindlee Mountain Fire Apparatus.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau hereby approves selling Ladder 2 through Brindlee Mountain Fire Apparatus.

Approved:

Doug Diny, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

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

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

Members Excused: Sarah Watson

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

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

Discussion and possible action on sale of Wausau Fire Department Ladder 2 and potential replacement purchase.

Rasmussen questioned if the fire department had experience with other truck manufacturers under consideration for replacing ladder 2. It was stated the department did not have direct experience with the manufactures, but a particular company was more prevalent in the state. Rasmussen stated a preference for working with manufacturers with proven quality and experience. It was stated the committee was to decide the policy of selling the equipment and moving forward to having the Finance Committee decide on the purchase of a replacement.

Larson stated it would be difficult to sell equipment when the cause of a potential malfunction had not been determined. It was stated liability is limited as there would be full disclosure when selling the equipment. Larson stated approval of selling the equipment should liability not fall on the city.

McElhaney questioned what would happen should a further investigation determine the malfunction was caused by the equipment. It was stated the sale would have to be done in coordination to allow for an additional investigation.

Lukens stated the department needed equipment to replace this and the liability is a work compensation claim for the city and not a liability on the equipment itself from the city. Lukens stated the city will gain from the sale.

Rasmusen stated replacement equipment should be based on quality and experience as opposed to speculation on equipment that has not been tested in this climate before.

Motion by Lukens, seconded by Larson, to recommend to the Finance Committee to move forward with the sale of Ladder 2 and work with city staff to finance the amount and timing of the purchase. Motion carried 4-0.

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

Date and Time: Tuesday, November 26, 2024 @ 5:15 P.M., Council Chambers

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

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

Human Resources Committee Members Excused: Terry Kilian (VC)

Others Present: Mayor Diny, MaryAnne Groat, Eric Lindmen, Jeremy Kopp, Matt Barnes

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

Discussion and possible action on sale of Wausau Fire Department Ladder 2 and potential replacement purchase.

McElhaney stated concerns selling something that had liability and operations concerns and questioned if that puts the city at liability risk. It was stated there is no intention to not disclose the liability of the equipment.

Tierney stated concerns with the city selling something to another fire department when the city's fire department would not use it themselves. Tierney questioned if this would prompt the department to sell any equipment if it malfunctioned and lost the faith of the department members. Tierney stated it is not feasible to offload equipment every time there is a malfunction. It was stated the difference between those scenarios is the cause of this particular malfunction is still unknown.

McElhaney questioned when the equipment was purchased. It was stated this was purchased in 2021.

Tierney stated reservations with how recent the equipment was purchased and how soon it is being offloaded.

Martens questioned if this equipment would remain dormant at the station should it not be sold. It was stated the equipment may be used to a limited extent.

Gisselman questioned the litigation and if that had come before the Common Council and stated concerns selling the equipment while the litigation was ongoing. Gisselman stated a concern with putting the city's name on equipment being sold while under litigation.

Henke questioned how long it would be in between selling the equipment and purchasing new equipment and if there was a way to see if a more concrete purchase price of different equipment could be determined. It was stated that more work could be done to estimate the purchase price of different equipment. Henke stated a preference for the litigation to be discussed by the Public Health & Safety Committee before moving forward.

Martens stated a similar sentiment to Henke that the Finance Committee would be more comfortable moving forward after a discussion on litigation and different equipment costs and directed staff to move this item to the Public Health & Safety Committee for that further discussion.

FINANCE COMMITTEE

Date and Time: Tuesday, January 14, 2025, at 5:15 p.m., Council Chambers

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

Others Present: Eric Lindman, Jeremy Kopp, Anne Jacobson, Rick Rubow

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

Discussion and possible action on sale of Wausau Fire Department Ladder 2 and budget modification for potential replacement.

Tierney questioned the age of the new replacement equipment. It was stated the replacement equipment was new. Tierney further questioned the different options for purchase and questioned the best option. It was stated the two options outlined were the best for meeting the needs of the department. Tierney questioned the selling price of the current equipment to be sold. It was stated this is a rare situation in which the equipment could be sold for more than it was purchased.

Martens questioned if the replacement equipment would be comparable to the current equipment. It was stated the new equipment options would meet the needs of the department. Martens questioned the next steps to facilitate the sale and purchases. It was stated the city would need to sell the current equipment to purchase the new equipment or purchase the new equipment and sell the current equipment to backfill that purchase.

Gisselman stated a preference for guaranteeing the sale of the current equipment prior to purchase of the new equipment to ensure the funding is available to make this budget neutral.

Martens stated agreement with Gisselman and noted that the current equipment is in high demand likely selling quickly. It was also questioned if this sale would be in line with the ordinances governing the sale of capital from the city. It was stated that this would be in line with ordinance.

Motion by Gisselman, seconded by Henke, to approve the sale of the fire apparatus through Brindlee Mountain Fire Apparatus. Motion carried 5-0.



Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Memo

To: Finance Committee and Common Council Members
From: Jeremy Kopp, Fire Chief
Date: 11/12/2024
Subject: Discussion of Sale of Wausau Fire Department Ladder 2 and Potential Replacement Purchase

Purpose:

This memo is to bring forward a discussion regarding the sale of Wausau Fire Department's Ladder 2, the involvement of Brindlee Mountain Fire Apparatus to facilitate the sale, and the potential purchase of a replacement vehicle to meet current operational standards.

Background:

Ladder 2, a critical piece of equipment in the Wausau Fire Department's fleet, has been involved in a significant legal matter following an injury to one of our firefighters in March 2024. Given the ongoing litigation associated with the vehicle, coupled with the need to maintain high standards of safety and operational effectiveness, I am recommending the sale of Ladder 2 and the acquisition of a replacement apparatus that meets our department's needs.

Brindlee Mountain Fire Apparatus, a reputable company specializing in the sale of fire equipment, has been identified as a potential partner in facilitating the sale of Ladder 2. Brindlee Mountain has extensive experience in brokering fire apparatus transactions and could assist us in securing a fair market price for the vehicle.

Key Considerations:

1. **Litigation Impact:** The ongoing legal matters associated with Ladder 2 have created operational and liability concerns. The sale of the vehicle would allow the department to resolve these issues and avoid further complications related to its continued use.



2. **Replacement Apparatus:** The Wausau Fire Department remains committed to providing high-quality service to the community. A replacement vehicle will be procured that meets the same operational standards as Ladder 2, ensuring no compromise to safety or response capabilities. We will ensure the replacement vehicle is compatible with the department's needs and meets all safety and regulatory requirements.
3. **Brindlee Mountain Fire Apparatus:** Partnering with Brindlee Mountain provides us access to a vast network of potential buyers and ensures the sale is conducted in a professional and efficient manner. Brindlee Mountain's track record of successful transactions and industry expertise will help us secure a reasonable price for Ladder 2.
4. **Financial Implications:** The sale of Ladder 2 will offset some of the cost of purchasing the replacement vehicle. Additionally, by removing a vehicle with potential legal and maintenance concerns from our fleet, we will reduce future liability and operational disruptions. The financial details will be outlined in future discussions as we move toward selecting a replacement apparatus.

Recommendation:

I recommend that the Finance Committee and Common Council approve the sale of Ladder 2 through Brindlee Mountain Fire Apparatus and authorize the Fire Department to move forward with securing a replacement vehicle that meets the same operational standards. This action will allow us to address ongoing litigation concerns, enhance operational safety, and continue to provide exceptional service to our community.

Next Steps:

- Discussion and feedback from the Finance Committee and Common Council.
- Review of potential sale terms with Brindlee Mountain Fire Apparatus.
- Selection of a replacement vehicle based on the Fire Department's specifications.
- Final approval and authorization for the sale and purchase transaction.

I look forward to discussing this matter further and welcome any questions or suggestions.



BRINDLEE MOUNTAIN FIRE APPARATUS
15410 Hwy 231 Union Grove AL 35175 • 256-776-7786

Listing and Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of _____, 20____:

Apparatus: _____ (the "Apparatus")

Apparatus owned or exclusively offered for sale by: _____ ("Seller") If

Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner")

List Price: The price at which the Apparatus will be listed shall be _____, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$150,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$150,000.00 to \$300,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$300,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

Seller:

[insert seller name above]

By: _____
Name: _____
Title: _____
Date: _____

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: _____
Name: _____
Title: _____
Date: _____

Revised 12/28/2022



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

MEMORANDUM

TO: Mayor Doug Diny

Common Council Members

FROM: Anne Jacobson, City Attorney

RE: Request for legal opinion on potential sale of Ladder Truck 2

DATE: December 11, 2024

Background: On November 26, 2024, the Finance Committee took up the sale of Wausau Fire Department Ladder 2 and potential replacement purchase and discussed possible action, but took no action, instead referring the matter to Public Health and Safety and requesting both a legal opinion regarding the potential of Ladder Truck 2 and the potential purchase of a replacement truck.

Opinion:

In terms of “pending litigation,” this is a worker’s compensation claim, and benefits are being paid for lost time and medical expenses. On Tuesday, March 19, 2024, a City firefighter was injured in the deployment of the aerial ladder truck at the scene of a fire.

Wausau is self-insured for worker’s compensation, so through the City’s administrator for worker’s compensation, Cities and Villages Mutual Insurance Company (“CVMIC”), Attorney Rick Ceman with Bascom, Budish & Ceman, S.C. is engaged to defend the City. The firefighter is individually represented.

At present, there are no disputes concerning the extent and nature of the employee’s injuries, or type of treatment he is receiving. He has not reached the end of his healing period.

By law, the City has a right to recover from a third party, the worker’s compensation benefits it has paid, if the third party is found liable for the injuries. The recovery is governed by a

statutory formula that divides the judgment or settlement from the third party between the injured firefighter and the City.

To date, no defect in the truck has been identified that was created by either the manufacturer of the truck (Sutphen) or the manufacturer of the hydraulic system (Kraft), as having caused the spontaneous retraction of the ladder.

On June 26, 2024, both manufacturers, their attorneys and independent experts, plus the attorney for the firefighter and her expert, conducted a day-long inspection of the truck and its ladder. Following that inspection, Sutphen agreed to pay for compliance testing by an independent company (Command Fire Apparatus). Following the testing, some repairs were necessary, but none of them explained what may have caused the spontaneous retraction. Sutphen made the necessary repairs.

Following Command's inspection, Wausau Fire Department hired Great Lakes to conduct another independent inspection. Different necessary repairs were identified, but again nothing that would explain the cause of the retraction.

Attorney Ceman offered the employee's attorney the opportunity to conduct more testing, but so far additional testing has not been requested.

At present, no entity or individual has identified a cause for the retraction on the date the firefighter was injured.

The City has a statutory right to recover the worker's compensation benefits it has paid, and may pay in the future, provided there is a defect in the truck or ladder mechanism that was manufactured by a third party and that defect caused the injuries to the firefighter. The City has the option of hiring its own expert to conclude either there exists a defect that caused the malfunction or it was an accident, or relying on the expert hired by the firefighter's attorney. A lawsuit against either Sutphen or Kraft, due to an identified defect, must be brought within 3 years of the date of the injury.

If it is determined that the accident was caused by operator error, there would be no recovery from either of the manufacturers, but this finding would have no impact on the worker's compensation claim. The employee is prohibited from suing the City for his injuries based upon operator error. His sole remedy is the worker's compensation claim.

The City should notice the employee's attorney of any potential sale of the truck, to allow her every opportunity to perform whatever testing or inspection she wants, before it leaves the City's possession.

Does the City want a hydraulic expert to give an opinion on whether there exists a defect which caused the injury, or does it want to rely on the expert hired by the firefighter's

attorney? The law allows the City to share in the recovery from a third-party based on the opinions of an expert hired by the firefighter's attorney.

Attorney Ceman has asked the attorney if she has an expert's opinion on the issue of defect, but she has not responded to his request.

Note that the employee filed a Notice of Injury, pursuant to s. 893.80, Wis. Stats. However, if the claim was denied, he could not sue the City because the workers compensation laws bar him from doing so. He is entitled only to worker's compensation benefits.

Within the context of a third party claim against the manufacturer(s), the case law says notice and opportunity to inspect must be given to avoid a claim of spoliation of evidence. The City has complied with this.

In short, he finds no legal impediment to the sale of the truck. This presumes factually accurate information is provided to the company listing the truck for sale.

RELIANT FIRE APPARATUS, INC.

880 ENTERPRISE DRIVE • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



January 14, 2025

Wausau Fire Department
606 E. Thomas Street
Wausau, WI 54403
Attn: Fire Chief Jeremy Kopp

Subject: Re: Aerial Ladder Replacement Options for Wausau Fire Department

Dear Chief Kopp,

On behalf of Reliant Fire Apparatus, Inc., I would like to sincerely apologize for the situation that arose with your previous aerial ladder that has put your department in its current position.

We value the Pierce relationship with the Wausau Fire Department and are committed to providing the best possible solution. We understand the importance of reliable equipment to serve your community and are dedicated to finding a solution that effectively addresses your needs.

Looking at potential solutions for your situation, from a Pierce standpoint, we would be able to explore the following potentials:

1. **New Build to Order Unit:** Approximately 45.5-48.5 Months.
2. **75' Stock Unit as Published:** Approximately 8-10 Months.
3. **107' Reliant Stock Unit:** Approximate delivery in June 2026.
4. **75' Stock Unit with Quick Delivery:** Approximate delivery in 4-6 Months.

As a follow-up correspondence to our discussions in December, I wanted to provide some preliminary guidance. While we do not currently have any Pierce 75' single axle aluminum (HAL) aerials listed in our current stock, these lists are updated monthly. Therefore, we will continue to monitor the new lists as they are released in the first week of each month and if any are added to the upcoming inventory, we will be certain to provide that information to your department for review.

To assist with your budget planning, I recommend referencing the pricing of similar vehicles in recent consortium proposals. A current Pierce 75' quint configuration utilized through consortium purchase is being quoted at \$1,324,104.00. This estimated price is purchasing the configuration as it was publicly bid off the consortium process without any customer requested changes. Therefore, please note that this is an estimate, and the actual price for a specific build may vary once customer customizations are input. This customization traditionally varies anywhere from 5-20% of the purchase price depending

on the department. As guidance for the consortium, we have provided that base configuration under bid #240.

Using this budget figure would give good guidance to option #1 listed above and would be a unit that would be utilized as a build to order following the standard process and 100% customizable to whatever the department would prefer to build. We can provide you with more precise pricing once we have the opportunity to discuss your specific requirements and generate a custom-built order if that is the direction the department prefers.

When utilizing option #2, we are dependent completely on what Pierce has currently in their backlog of stock units in the schedule and when they are released into production. Pierce builds several stock aerials each year but it is across multiple configurations. These lists are released each month and they are sold to the first purchase order received. We do not know the aerials that will be released until the list comes out each month as the units released are validated the month prior on components and production schedule. Once validated the trucks are released and slots communicated. These are stock units which components have already been identified for building so there is extraordinarily little customization. This allows them to be listed, sold, and then released to the shop floor with shortened delivery times as the slots have already been allocated in the assembly process for them.

Unfortunately, we do not know what units will be available until the list is released each month and normally these units are sold within the same day so timing is key based on current state of sales.

When utilizing option #3, Reliant currently has a dealer allocated stock 107' single rear axle aerial in the Pierce backlog for build. This unit currently is already slotted for build and has an approximately completion date of June 2026. We can offer this configuration to the Wausau Fire Department for review to see if this would fit the needs of your current situation. I have provided this attached under bid #822. The key item of note when looking at this configuration is that being a 107' ASL vs. a 75' HAL device, they are completely different aerial devices in both material, electronics, and capabilities. I have provided a PDF PowerPoint to overview the aerial. This unit would offer something similar to the stock program where things are already pre-determined to allow the unit to build on schedule, however, it would allow some customization as well due to the lead time being approximately 14 months out. The last item to note is that being a 107' and a completely different aerial configuration, the pricing is not comparable to that of a 75'. For budgetary purposes, the 107' stock configuration being referenced and provided under our stock unit bid #822, the current listed cost of this unit prior to changes is \$1,588,535.00. This is the unit as is without prepayment discounts.

The last option we could offer for consideration is a short turnaround aerial with no changes that has already been released from engineering to the shop floor. In light of your urgent need, I have also submitted a request to Pierce to explore the possibility of allocating a stock slot in the upcoming months to your department, potentially allowing for a quicker turnaround on a new aerial. I checked in on this possibility this week and this possibility is still being confirmed if we have available or not. When more information becomes available on if option #4 would be a possibility, we will inform you as the information becomes available.

To that end, we would like to offer our assistance in exploring alternative solutions that may better serve the Wausau Fire Department moving forward. We are available to discuss your specific requirements and explore all options to assist.

We are confident that by working together, we can find a beneficial solution that ensures the Wausau Fire Department has the support and resources they need.

We look forward to the opportunity to discuss this matter further.

Sincerely,

Jason S. Krueger

Jason Krueger
President

December 16, 2024

Wausau Fire Department

606 E. Thomas St.

Wausau, WI 54403

This Letter of Intent sets forth the mutual interest:

Buyer(s): Wausau Fire Department (collectively "Buyer"), and

Seller(s): Fire Service Inc. (collectively "Seller")

regarding the possible purchase by Buyer of the following property owned by Seller:

E-one Spartan HP 75' ladder 146703 Detailed in proposal letter dated 12/16/2024.

This Letter sets forth specific terms and conditions to be included in a future definitive purchase agreement (the "Purchase Agreement") with such other representations, warranties, conditions, covenants, indemnities and other terms as the parties may agree upon. The parties agree that their goal and interest herein is to bring about the Transaction, and thus, promise to negotiate the Purchase Agreement in good faith for the period set forth below.

Purchase Price.

The purchase price for the Transaction shall be \$1,299,924 for the base truck and the detailed items listed below. This excludes any additions, modifications, and loose equipment not listed in spec

E-one Spartan HP 75' Ladder

- Delivery to Wausau Fire Department
- Pre-delivery inspection by Fire Service Inc.
- 3 days of training at your facility
- Pump anodes for rust mitigation
- Various Extended Warranties upon request

Confidentiality.

The parties agree to keep this Letter, including any information shared or obtained in accordance with it, strictly confidential.

Fire Service, Inc. Locations:

9545 N. Industrial Dr.
St. John, IN 46373

1719 S. Franklin Rd.
Indianapolis, IN 46239

105 S. Industrial Drive
Lake Mills, WI 53551

1743 Quincy Avenue
Naperville, IL 60540

1805 High Grove Ln.
Naperville, IL 60540

December 16, 2024

Termination.

This Letter will automatically terminate upon the earliest of:

- (A). the execution of the Purchase Agreement by the Parties
- (B). the mutual written agreement of Buyer and Seller (C).
30 days from the date of the Letter- December 16, 2024
- (D). First right of refusal (24 hours) upon interest in
asset from another purchaser

Governing Law.

This Letter and all matters there to shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws principles.

1. Non-binding. This Letter is intended only as a reflection of the intention of the parties, and neither this Letter nor its acceptance shall constitute or create any legally binding or enforceable obligation on any party, except with regard to Confidentiality, Termination, and Governing Law.

2. Miscellaneous. This Letter contains the entire understanding between the parties and supersedes all previous agreements, if any, between the parties concerning the same or substantially similar subject matter. This Letter may be amended, supplemented or otherwise modified only in writing and signed by duly authorized representatives of each party. This Letter may be executed in counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document. The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Letter.

Adam Spierings

Northeast WI Sales Rep.- Fire Service Inc.

Agreed to and accepted by:

Buyer Signature/ Buyer Full Name

DATE

Fire Service, Inc. Locations:

9545 N. Industrial Dr. St. John, IN 46373	1719 S. Franklin Rd. Indianapolis, IN 46239	105 S. Industrial Drive Lake Mills, WI 53551
1743 Quincy Avenue Naperville, IL 60540	1805 High Grove Ln. Naperville, IL 60540	

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

**JOINT RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES
COMMITTEE AND THE FINANCE COMMITTEE**

Adopting a 2025 Budget Modification for the Repair and Reopening of 28th Avenue from Madonna Drive to West Wausau Avenue from June 2025 through April 2026.

Committee Action: Infrastructure & Facilities Committee 2-3
Finance Committee 0-5

Fiscal Impact: \$65,000

File Number: 24-1109A

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:</i> \$65,000
	<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, 28th Avenue is scheduled to be reconstructed in 2026; and

WHEREAS, rain events in the spring of 2024 caused undermining of the pavement on 28th Avenue and the pavement buckled, forcing the closure of 28th Avenue from Madonna Drive to West Wausau Avenue; and

WHEREAS, a petition was circulated by City residents asking for the 28th Avenue corridor from Madonna Drive to West Wausau Avenue to be paved and reopened in 2025, and

WHEREAS, it is estimated to cost \$65,000 to repair 28th Avenue temporarily until the full reconstruction of the roadway will be completed in 2026; and

WHEREAS, the proposed configuration of the 2026 reconstruction of 28th Ave has not yet been determined and the proposed funds needed to reopen 28th Ave from June 2025 through April 2026 is only a temporary fix; and

WHEREAS, your Infrastructure and Facilities Committee met on December 12, 2024 to review the costs to repair 28th Avenue from Madonna Drive to West Wausau Avenue and recommends moving forward with the repair and reopening of the roadway from June 2025 through April 2026; and

WHEREAS, your Finance Committee recommends the following budget modification to finance the budget shortfall for the temporary repair;

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 2025 Budget as outlined about and staff is directed to have 28th Avenue from Madonna Drive to West Wausau Avenue temporarily repaired and reopened from June 2025 through April 2026.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

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

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

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

Discussion and possible action on resolution to open 28th Avenue in 2025

Henke asked for this resolution due to the petitions received to open the street. It would be for one year while we make up our mind on what we want to do in 2026 when the street is scheduled to get permanently redone.

Wesolowski met with DPW and this would require more than just patching as there is undermining of the road. We will have to pullout the pavement to see what is undermined, add base course to fill the holes and repave. It would not include ditching and would not take care of any drainage issues or future washouts. The cost is estimated at \$65,000 for the area from Maple Creek Drive to Maryanne Lane. Henke asked if that was enough to get the hill open and Wesolowski confirmed.

Watson asked where the budget for this would come from. Lindman stated it would have to come back for a budget modification through Finance and Council. This is just to get the road back open. He explained that a significant rainfall undermined the pavement. We are not proposing to do any work as far as stormwater collection. If we have similar events, this could happen again. If so, staff would propose to close the road again until it is reconstructed in 2026.

Neal asked if the undermining was a result of an event or multiple events over time. He questioned the prognosis for one year with the temporary fix. Lindman said it could have been from a few events back-to-back. It is hard to know when the undermining started. There are significant issues with stormwater that will have to be addressed when the road is reconstructed.

Neal asked if riprap could be added to the side of the road to help control the undermining. Wesolowski stated there is not a significant ditch cut there now. Some of the ditch has been paved. He does not think there is a good temporary fix for this. The rock is shallow, which is one of the issues for cutting a ditch. There is not a place to put riprap.

If we spend \$65,000 in 2025, Martens said there is no expectation that 28th Avenue will remain open when we reconstruct the road in 2026. In essence this is just a very short-term fix, and it could be money spent for nothing. Larson agrees. He feels for the community and thinks the city and county has let them down over the years by letting the road deteriorate to the point it had to be closed. It is simply unsafe and a liability issue. He cannot see throwing good money into something bad. If we spend \$65,000 and have a rainstorm that washed it out again, we are out that money. He would hate to see a Band-Aid approach and have it wash out again. He believes this is not a good situation either way you look at it and will vote against it.

Neal said the points are well taken. One should not throw money where it might get washed away. We have had overwhelming feedback from people in support of keeping the road open. It does have a plan to be redone, and this committee does not control the purse strings. He would support looking at the financial feasibility of doing the repair.

Henke moved to approve. Neal seconded and the motion failed 2-3 with Larson, Martens, and Watson the dissenting votes.

This item will be sent to Finance and Council.

FINANCE COMMITTEE

Date and Time: Tuesday, January 14, 2025, at 5:15 p.m., Council Chambers

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

Others Present: Eric Lindman, Jeremy Kopp, Anne Jacobson, Rick Rubow

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

Discussion and Possible action regarding budget modification for the repair and reopening of 28th Avenue from Madonna Drive to West Wausau Avenue from June 2025 through April 2026.

Tierney stated this repair did not guarantee that this length of road would remain open for any length of time due to the challenges with this area terrain which could wash out the road with heavy rain and water run-off.

McElhaney questioned previous support from the Infrastructure & Facilities Committee. It was stated constituents had asked for this to be considered with multiple petitions.

Henke stated there was a need to have constituent voices heard for this to be considered and for the process of consideration to be held.

Gisselman questioned the reasoning of the petition. It was stated the petition asked for the road to be reopened and not remain closed due to concerns on the detour route.

Henke stated support for this item in the Infrastructure & Facilities Committee but stated opposition in the Finance Committee as the city could make this expenditure for a project that is slated to only last a year. It was stated the road would still reopen when the road is scheduled for reconstruction in 2026.

Motion by Henke, seconded by McElhaney, to approve the budget modification to reopen 28th Avenue. Motion failed 0-5, with Martens, Gisselman, McElhaney, Henke, and Tierney in opposition.



Dept. of Public Works & Utilities

Eric Lindman, P.E.
Director of Public Works & Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: January 14, 2025

SUBJECT: 28th Ave Temporary Repair – **Budget Modification \$65,000.00**

In late summer 2024 there was moderately heavy rain and multiple rain events that caused this road to be undermined. The pavement buckled and the gravel under the pavement washed out and has been compromised. Due to the lack of allocated budget for repairs and the overall condition of the road it was determined to close 28th Ave until the proposed reconstruction in 2026.

A petition was received by the city to reopen 28th Ave temporarily until full reconstruction begins in the spring of 2026. The temporary repair is estimated to be \$65,000, this would allow the road to reopen in its current configuration beginning June 1, 2025 and would then be closed again beginning April/May 2026 for full reconstruction. Any work completed for a temporary fix would not be used for the full reconstruction of the street.

The condition of 28th Ave is in Very Poor condition in this area. To repair this one area would reopen a road in Very Poor condition which would likely require further ongoing maintenance to limit liability to the city. The temporary repair may or may not hold due to bedrock and flow of water after rain events near the road surface.

Staff recommends keeping this road closed and use funding for the reconstruction of the road for a permanent repair.

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

AGENDA ITEM

Discussion and possible action on resolution to open 28th Avenue in 2025

BACKGROUND

A petition was received to open 28th Avenue. That petition is attached.

Due to heavy rains the past Spring 28th Avenue has been closed.

Engineering staff met with DPW staff and discussed what would need to be done to temporarily repair the roadway to open in Spring of 2025. Due to the heavy rains that undermined the pavement on 28th Avenue, patching the existing asphalt is not feasible. The extent of the undermining of the existing pavement is unknown and the temporary fix would include removing all the pavement to expose the undermining, and place new base course and asphalt. The extent of this work would be from Mary Ann Lane to Maple Creek Drive.

FISCAL IMPACT

28th Avenue between Westhill Drive and West Wausau Avenue is currently scheduled for reconstruction in 2026. Several options for reconstruction have been discussed including maintaining the closure permanently.

The cost estimate to repair the segment of 28th Avenue between Mary Ann Lane and Maple Creek Drive is approximately \$65,000.

STAFF RECOMMENDATION

Staff recommends maintaining the closure on 28th Avenue, not making temporary repairs to open.

Staff contact: Allen Wesolowski 715-261-6762

COPY

PETITION

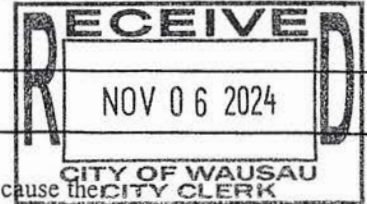
For Office Use

A Petition For:

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

Date Filed with City Clerk

- | | | | |
|---|--|--|--|
| ☐ Alley Vacation | ☐ Sanitary Sewer | ☐ Storm Sewer | ☐ Other as Follows: |
| ☒ Blacktop Paving | ☐ Street Light | ☐ Watermain | |
| ☐ Curb and Gutter | ☐ Street Vacation | ☐ Zoning Change | |



The undersigned petitioners respectfully request that your honorable body take such action as will cause the

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

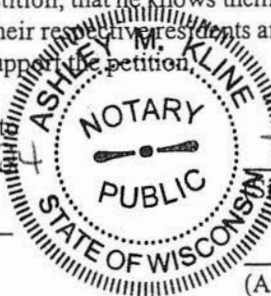
Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>Mike</u>	Mike Roberts	3205 Maple Creek	10-17-24
2. <u>Desera Stenke</u>	Desera Stenke	3205 Maple Creek	10-17-24
3. <u>Ahlan</u>	Jim & Gin Ahlan	711 N 34 th Ave	10-17-24
4. <u>THOMPSON</u>	THOMPSON	3501 Maple Creek Dr	10-17-24
5. <u>Vince Bearjar</u>	VINCE BEARJAR	3502 MAPLE CREEK DR	10-17-24
6. <u>Alison Allen</u>	Alison Allen	3302 Maple Creek Dr	10-17-24
7. <u>Christian Allen</u>	Christian Allen	3302 Maple Creek Dr	10-17-24
8. <u>Meganne Sami</u>	Meganne Sami	3105 Ridgewood Dr	10-17-28
9. <u>Stephanie Lichtenwald</u>	Stephanie Lichtenwald	3007 Ridgewood Dr	10-17-24
10. <u>Faye Mosher</u>	Faye Mosher	710 N. 32 nd Ave	10-17-24
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU Faye D Mosher being duly sworn disposes and says that he is a resident of the affected area, residing at 710 N. 32nd Ave Wausau in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 16th day of November, 2024

Ashley M. Klein
Signature of City Clerk or designee



Faye D Mosher
(Signature of Circulator)

710 N. 32nd Ave Wausau
(Address of Circulator)

PETITION

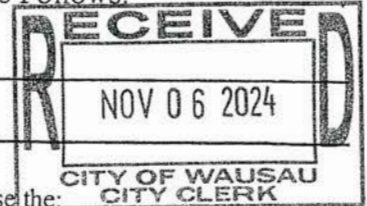
For Office Use

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

Date Filed with City Clerk

- ☐ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer ☐ Other as Follows:
☒ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>Mary Steif</u>	MARY STEIF	3305 Timberline Dr	10/17/2024
2. <u>Bob Steif</u>	BOB STEIF	3305 Timberline Dr	10/17/2024
3. <u>Shirley Jehn</u>	Shirley Jehn	3300 Timberline Dr	10/17/2024
4. <u>Bob Jehn</u>	Bob Jehn	3300 Timberline Dr	10/17/2024
5. <u>Taneal Myers</u>	Taneal Myers	710 N 32nd Ave	10/17/2024
6. <u>Scott M. Cattana</u>	Scott M. Cattana	3412 Ridgewood Dr ^{Wausau}	10-17-24
7. <u>Amy S. Cattana</u>	Amy S. Cattana	3412 Ridgewood Dr ⁵⁴⁴⁰¹	10-17-24
8. <u>Ronald Gajewski</u>	RONALD GAJEWSKI	3104 MAPLE CREEK ⁵⁴⁴⁰¹	10-17-24
9. <u>Mary Lou Gajewski</u>	MARY LOU GAJEWSKI	3104 Maple Creek Dr ⁵⁴⁴⁰¹	10-17-24
10. <u>Ross Vetterkind</u>	Ross Vetterkind	3203 Timberline Dr	10-17-24
11. <u>George Mosher</u>	GEORGE MOSHER	710 N 32ND AVE	10-19-24
12. <u>Daniel Kearns</u>	Daniel Kearns	709 N. 32nd Ave	10-19-24
13. <u>Auster Kearns</u>	Auster Kearns	709 N. 32nd Ave	10-19-24
14. <u>Peter Roth</u>	Peter Roth	3207 Ridgewood	10/20/24
15. <u>Theresa Gutsch</u>	Theresa Gutsch	3212 Ridgewood	10/20/24

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU Faye D Mosher being duly sworn disposes and says that he is a resident of the affected area, residing at 710 N. 32nd Ave Wausau in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition, that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 10th day of November, 2024

Ashley M. Kline
Signature of City Clerk or designee



George J. Mosher
Faye D Mosher
(Signature of Circulator)

710 N. 32nd Ave.
(Address of Circulator)

PETITION

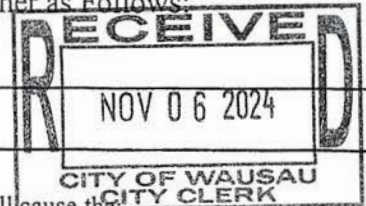
For Office Use

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

Date Filed with City Clerk

- | | | | |
|---|--|--|--|
| ☐ Alley Vacation | ☐ Sanitary Sewer | ☐ Storm Sewer | ☐ Other as Follows: |
| ☒ Blacktop Paving | ☐ Street Light | ☐ Watermain | |
| ☐ Curb and Gutter | ☐ Street Vacation | ☐ Zoning Change | |



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. Jennifer Christopher	Jennifer Christopher	703 W. 32nd Ave Wausau WI 54401	10-19-24
2. Herbert Christopher	Herbert Christopher	703 W. 32nd Ave Wausau WI 54401	10-19-24
3. Virginia Jones	Virginia Jones	3183 Madonna Drive Wausau, WI 54401	10-19-24
4. Marion Kloth	Marion Kloth	3185 Westhill Dr Wausau WI 54401	10-19-24
5. Gail Batka	GAIL BATKA	3141 Madonna Dr Wausau WI 54401	10-19-24
6. Dan L Finge	Dan L Finge	3123 Madonna Dr Wausau WI 54401	10-19-24
7. Pam Weiss	Pam Weiss	3125 Madonna Dr Wausau WI 54401	10-19-24
8. James Schaefer	JAMES SCHAEFER	3151 Madonna Dr Wausau WI 54401	10-19-24
9. Laurie HANS	LAURIE HANS	3153 Madonna Dr Wausau WI 54401	10-19-24
10. Harry Mizus	HARRY MIZUS	3180 Westhill Dr Wausau WI 54401	10-19-24
11. Susana Crone	SUSANA CRONE	3142 Westhill Dr Wausau WI 54401	10-19-24
12. Jeannine Krause	JEANNINE KRAUSE	3182 Westhill Dr Wausau WI 54401	10-19-24
13. Kenneth R Fristed	Kenneth R Fristed	3192 Westhill Dr Wausau WI 54401	10-19-24
14. Janice Doyle	Janice Doyle	3193 Westhill Dr Wausau WI 54401	10-19-24
15. Alyce Baik	ALYCE BAIK	3195 Westhill Dr Wausau WI 54401	10-19-24

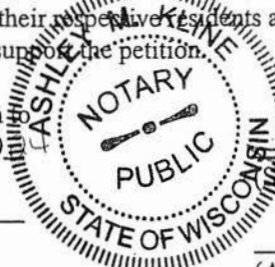
AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU George D Mosher being duly sworn disposes and says that he is a resident of the affected area, residing at 710 N. 32nd Ave Wausau in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residences are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn before me this 10th day of November, 2024

Ashley M. Klevie
Signature of City Clerk or designee



George J. Mosher
Signature of Circulator

710 N. 32 Ave Wausau
(Address of Circulator)

PETITION

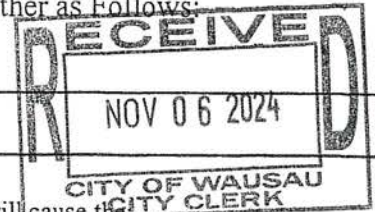
For Office Use

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

Date Filed with City Clerk

- ☐ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer ☐ Other as Follows:
☒ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change



The undersigned petitioners respectfully request that your honorable body take such action as will cause the

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <i>[Signature]</i>	Michael P John	2177 River Forest Ln	10/21/24
2. <i>[Signature]</i>	Mike Gajewski	5602 Lombard Dr	10/21-24
3. <i>[Signature]</i>	Tyler Wendt	N5945 Town Hall Rd	10/21/2024
4. <i>[Signature]</i>	Julie Steg	1240 Merr: 11 Ave Apt 6	10/22/24
5. <i>[Signature]</i>	Teri Sukanen	118 S Emerald Dr. Wausau WI	10/24/24
6. <i>[Signature]</i>	MATT Gajewski	5602 Lombardy Dr	10/24/24
7. <i>[Signature]</i>	Brad Gajewski	5602 Lombardy Dr	10/24/24
8. <i>[Signature]</i>	Nathan Linder	1005 5th St	10/24/24
9. <i>[Signature]</i>	James Moore	608 EAST STREET MERRILL	10-24-24
10. <i>[Signature]</i>	Amy Plomhon	314 N. West St Merrill	10-24-24
11. <i>[Signature]</i>	Mariah Karpinski	615 S 30th Ave, Wausau	10/24/24
12. <i>[Signature]</i>	Kewin Stark	22512 Lakeshore Dr	10-24-24
13. <i>[Signature]</i>	Tamara Gajewski	5602 Lombardy Dr	10/24/24
14. <i>[Signature]</i>	Kim Neuroth	416 LAZY WAY	10/24/24
15. <i>[Signature]</i>	John Gajewski	2113 Meadow Dr. Mosinee	10/25/24

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU

GEORGE J MOSHER being duly sworn disposes and says that he is a resident of the affected area, residing at 710 N 32ND AVE, WAUSAU, WI 54401 in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition, that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 6th day of November, 2024

Adley M. Kline
Signature of City Clerk or designee



George J Mosher
George J. Mosher
Signature of Circulator

710 N 32ND AVE, WAUSAU, WI.
(Address of Circulator) 54401

PETITION

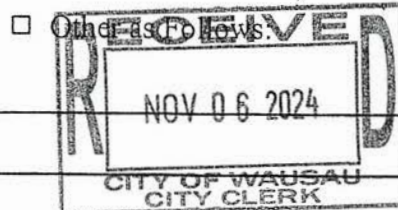
For Office Use

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

Date Filed with City Clerk

- | | | |
|---|--|--|
| ☐ Alley Vacation | ☐ Sanitary Sewer | ☐ Storm Sewer |
| ☒ Blacktop Paving | ☐ Street Light | ☐ Watermain |
| ☐ Curb and Gutter | ☐ Street Vacation | ☐ Zoning Change |



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
	Anne Fuchsteiner	3303 Ridgewood Drive	10/20/24
	Carolyn Brenner	3203 Ridgewood Drive	10/20/24
	Kalem Brenner	3203 Ridgewood Dr.	10/20/24
	Kevin Henriksen	3208 Ridgewood Dr	10/20/24
	Leanne Henriksen	3208 Ridgewood Dr.	10/20/24
	BARBARA GEIER	3308 RIDGEWOOD DR.	10-20-24
	DAVID GEIER	3308 RIDGEWOOD DR	10-20-24
	Sarah Bell Sarah Bell	3312 Ridgewood Dr.	10/20/24
	Lucas Elliott	3000 Madonna Dr	10/20/24
	Daniel Rodtke	3000 Madonna Dr.	10/20/24
	Mary Rodtke	3000 Madonna Dr.	10/20/24
	Cammie Hass	235 Forest St	10/20/24
	David Rodtke	2406 Madonna Dr	10/20/24
	Jason Myers	170 N. 32nd Ave	10/20/24
	DAN HARTWIG	3604 Maple Creek Dr	10/20/24

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU

Faye D Mosher being duly sworn disposes and says that he is a resident of the affected area, residing at 710 N. 32nd Ave in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that the respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and return to before me this 6th day of November 2024.

Obbley M. Klein
Signature of City Clerk or designee

George J. Mosher
Faye D Mosher
(Signature of Circulator)

710 N. 32nd Ave
(Address of Circulator) Wausau

PETITION

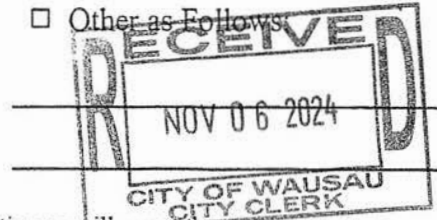
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OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

Date Filed with City Clerk

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The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
<i>Jim Ditsch (im)</i>	James Ditsch <i>Jim Ditsch</i>	3212 Ridgewood	10/20/24
2. <i>Ken Klug</i>	KEN KLUG	3211 Ridgewood Dr.	10/20/24
3. <i>Colette Tranchita</i>	Colette Tranchita	3216 Ridgewood Dr	10/20/24
4. <i>Anthony Tranchita</i>	Anthony Tranchita	3216 Ridgewood Dr	10/20/24
5. <i>Karissa Tranchita</i>	Karissa Tranchita	3216 Ridgewood Dr	10/20/24
6. <i>Jodi Sann</i>	Jodi Sann	3215 Ridgewood Dr.	10/20/24
7. <i>Rhonda Sann</i>	Rhonda Sann	3215 Ridgewood Dr.	10/20/24
8. <i>David Vogel</i>	David Vogel	3307 Ridgewood Dr	10/20/24
9. <i>Jean Vogel</i>	Jean Vogel	3307 Ridgewood Dr	10/20/24
10. <i>Dawn Husnick</i>	Dawn Husnick	3403 Ridgewood Dr.	10/20/2024
11. <i>Mike Husnick</i>	Mike Husnick	3403 Ridgewood Dr.	10/20/24
12. <i>Carissa Weiss</i>	Carissa Weiss	818 N 32 nd Ave	10/20/24
13. <i>Andrew Weiss</i>	Andrew Weiss	818 N 32 nd Ave	10/20/24
14. <i>Ellen Hartwig</i>	Ellen Hartwig	3604 Maple Creek Dr	10/20/24
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU Faye D Mosher being duly sworn disposes and says that he is a resident of the affected area, residing at 710 N. 32nd Ave Wausau in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 10th day of November 2024

Ashley M. Kline
Signature of City Clerk or designee



George J. Mosher
Faye D Mosher
(Signature of Circulator)

710 N. 32nd Ave Wausau
(Address of Circulator)

PETITION

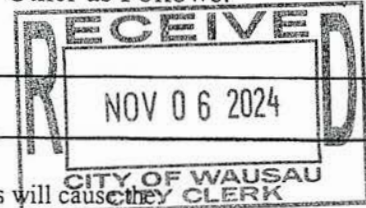
For Office Use

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

Date Filed with City Clerk

- ☐ Alley Vacation
 ☐ Sanitary Sewer
 ☐ Storm Sewer
 ☐ Other as Follows:
- ☒ Blacktop Paving
 ☐ Street Light
 ☐ Watermain
- ☐ Curb and Gutter
 ☐ Street Vacation
 ☐ Zoning Change



The undersigned petitioners respectfully request that your honorable body take such action as will cause the

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>Sabrina Daniels</u>	Sabrina Daniels	3005 Maple Creek Dr	10/22/24
2. <u>Jeff Seidler</u>	Jeff Seidler	3001 Maple Creek Dr.	10/22/24
3. <u>Kristen Seidler</u>	Kristen Seidler	3001 Maple Creek Dr	10/22/24
4. <u>Guy Daniels</u>	Guy Daniels	3005 Maple Creek Dr	10/22/24
5. <u>Ruben Cardenas</u>	Ruben Cardenas	2809 Maple Creek DR	10/22/24
6. <u>Susan Lehmann</u>	Susan Lehmann	716 N. 30 th Ave	10/22/24
7. <u>Mark Lehmann</u>	Mark Lehmann	716 N. 30 th Ave	10/22/24
8. <u>Brandon Slowiak</u>	Brandon Slowiak	712 N. 30 th Ave	10/22/24
9. <u>Sam Slowiak</u>	Sam Slowiak	712 N 30 th Ave	10/22/24
10. <u>Bruce Christopher</u>	Bruce Christopher	708 N 30 th AVE	10/22/24
11. <u>Dena Christopher</u>	Dena Christopher	708 N. 30 th Ave	10/22/24
12. <u>Helen Brandt</u>			
13. <u>Shannon Langbecker</u>	Shannon Langbecker	3808 RPAZ DR	10/31/24
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU GEORGE J. MESHER being duly sworn disposes and says that he is a resident of the affected area, residing at 710 N 32ND AVE, WAUSAU, WI 54980 in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residences are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 10th day of November, 2024

Ashley Klenke
Signature of City Clerk or designee



George J. Mesher
Signature of Circulator

710 N 32ND AVE, WAUSAU, WI 54980
(Address of Circulator)

PETITION

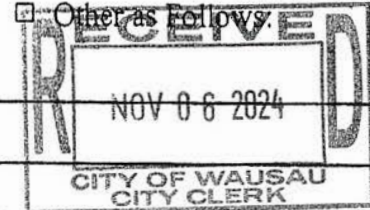
For Office Use

A Petition For:

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

Date Filed with City Clerk

- | | | |
|---|--|--|
| ☐ Alley Vacation | ☐ Sanitary Sewer | ☐ Storm Sewer |
| ☒ Blacktop Paving | ☐ Street Light | ☐ Watermain |
| ☐ Curb and Gutter | ☐ Street Vacation | ☐ Zoning Change |



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <i>[Signature]</i>	Robert Young	3207 Timberline dr.	11/1/24
2. <i>[Signature]</i>	Amber Klasinski	12819 West Wausau	11/1/24
3. <i>[Signature]</i>	Steve Dillhoff	810 N 29th Ave	11-1-24
4. <i>[Signature]</i>	Roland Corsten	806 N 29th Ave	11-1-24
5. <i>[Signature]</i>	Bernice Corsten	806 N 29th Ave	11-1-24
6.			
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AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU Faye D Mosher being duly sworn disposes and says that he is a resident of the affected area residing at 710 N. 32nd Ave in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 6th day of November 2024

Cheryl M. Klenz
Signature of City Clerk or designee



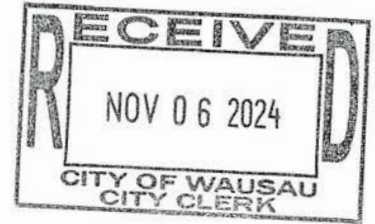
George J. Mosher
Faye D Mosher
(Signature of Circulator)

710 N. 32nd Ave. Wausau
(Address of Circulator)

October 30, 2024

Public Works Department

Re: 28th Avenue Street Closure and Project



With the prospective "year" of the reconstruction of 28th Ave targeted to 2026; there now exists a tremendous amount of stress and concern involving the current re-routing of traffic through the once quiet and safe blocks of residential neighborhoods.

The amount of traffic and speed of cars, SUV's and trucks traveling through these areas is an accident waiting to happen ! Stop signs and speed limits are ignored. During the school year we also have numerous children accessing the use of school buses during dawn and dusk hours.

This neighborhood encompasses young families, many with young children, to retirees with grandchildren; not forgetting the pets and the natural wildlife of turkeys and deer. This area turned into a 'county highway' destroys the tranquil beauty of God's creation which we have all come to love.

Westwood Dr. is a 4 lane road of relatively recent construction. It is not a residential neighborhood; totally avoids the hazards existing now in the 'small neighborhood' route. Why has this route been ignored as a logical temporary path of traffic?

North-South travel via Westwood Dr/Hwy R is a good *straight-shot* road . It has many opportunities to access entrance and exit ramps onto hwy 139/hwy29 as well as many areas to access the Rib Mtn and Wausau areas. It serves as a good road connecting the area all the way from South Rib Mountain on county road R to the north side of Wausau. There connecting with the county road U.

The city has patched and repatched 28th Ave numerous times over the last 5-10 years. Lets get it done correctly in the spring of 2025 ! In the mean time please reroute the traffic the sane, safe and correct way , **now**.

Sincerely, Bob and Mary Steif

Bob and Mary Steif

George J. Mosher

*Faye D Mosher
710 N. 32nd Ave. Wausau, WI*

COPY

PETITION

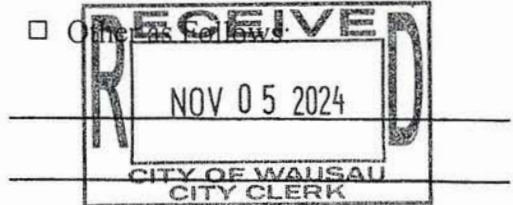
For Office Use

A Petition For:

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

Date Filed with City Clerk

- ☐ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer ☐ Other as Follows:
☒ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. Laurie Utecht	Laurie Utecht	227070 Pintail Ln	10-15-24
2. Diane Arnesen	Diane Arnesen	2901 N 7 St. Wausau	10-15-24
3. Karen S Singsheim	KAREN SINGSHEIM	5177 N 28 th AVE WAUSAU	10/15/24
4. Fred Tealey	Fred Tealey	1411 Margardt	10/15/24
5. Eileen L Zunker	Eileen L Zunker	235782 N 108 th Ave	10/15/24
6. Mary Ellen Marmolte	Mary Ellen Marmolte	239721 Texas Rd Wausau	10-15-24
7. Gloria Grubb	Gloria Grubb	605 W Union Ave Wausau	10-15-24
8. Carol Jean Baker	Carol Jean	3426 N. 11 th Street	10/15/24
9. Susan Berens	Susan Berens	1406 Golf Club Road	10/15/24
10. Julie Kerwin	JULIE KERWIN	1913 N. 10 th Ave #1	10/15/24
11. Dora V Gorski	Dora V Gorski	623 N 4th Av	10/15/24
12. Bernie Corsten	Bernie Corsten	806 N 29 th Ave	10/15/24
13. Bob Stern	Bob Stern	3206 Timberline Dr.	10/15/24
14. Suz Stern	Suz Stern	3206 Timberline Dr.	10/15/24
15. Vicki Young	Vicki Young	1229 Evergreen Rd	10/15/24

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU KAREN S. SINGSHEIM being duly sworn disposes and says that he is a resident of the affected area, residing at 5177 N 28th AVE #16; WAUSAU WI 54401 in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 5th day of November, 2024

Sandra Ruthford
Signature of City Clerk or designee



Karen S. Singsheim
(Signature of Circulator)

5177 N 28th AVE #16; WAUSAU WI 54401
(Address of Circulator)

PETITION

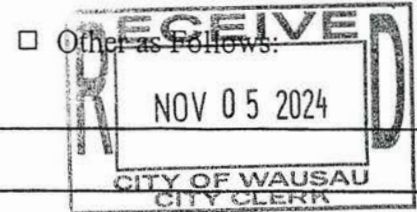
For Office Use

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

Date Filed with City Clerk

- ☐ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer
☒ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
	DANIEL YOUNG	1229 EVERGREEN RD	10/15/24
	Marij Jindrich	824 Chicago Ave	10/15/24
	Roland Consten	806 N 29 th Ave	10/15/24
	ZAK SEDRAK	1002 Norton ST	10/15/24
	Fred Pasnecker	2173 Greenbush Ad. KRONENWETTER, WI	10/15/24
	SUSANA CRONE	3241 Westhur Dr	10-15/24
	Ruth Schulz	Canyon Rd	10/15/24
	Lori Schutte	241 Windtree Dr Wausau	10/15/24
	MARY Kuchmichal	2704 Morgan Creek Wausau	10/15/24
	SCOTT SCHUTTE	241 WINDTREE DR. WAUSAU	10/15/24
	Allen Marnholtz	23972 Texas Rd	10/15/24
	Gayle Mroczek	1101 S. 5 th Ave Apt 25	10/15/24
	PAT KURTZWEIL	152160 Fuy Ln	10/15/24
	ETTA STANK	115 E 105 Ave #16	10/15/24
	DAVID SITTLER	122 S 18 th Ave	10/19/24

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

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Filed in the Office of the City Clerk and sworn to before me this 5th day of November, 2024

Sandra Ruth
Signature of City Clerk or designee



Karen S Singsheim
(Signature of Circulator)

5177 N 28th AVE #16; WAUSAU WI 54401
(Address of Circulator)

PETITION

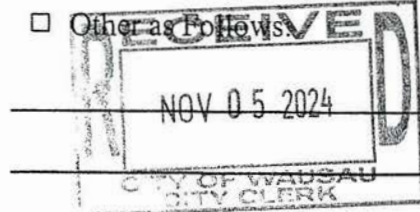
For Office Use

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

Date Filed with City Clerk

- | | | | |
|---|--|--|---|
| ☐ Alley Vacation | ☐ Sanitary Sewer | ☐ Storm Sewer | ☐ Other as Follows |
| ☒ Blacktop Paving | ☐ Street Light | ☐ Watermain | |
| ☐ Curb and Gutter | ☐ Street Vacation | ☐ Zoning Change | |



The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

28th AVENUE CORRIDOR FROM MADONNA TO WEST WAUSAU
AVENUE BE PAVED AND RE-OPENED.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>Megan Stankus</u>	<u>megan Stankus</u>	<u>5177 W 28th Ave</u>	<u>10/19/24</u>
2. <u>Mike Witter</u>	<u>Mike Witter</u>	<u>Apt 14 Wausau WI 54401</u>	<u>10/29/24</u>
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14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU KAREN S. SINGSHEIM being duly sworn disposes and says that he is a resident of the affected area, residing at 5177 N 28th AVE #16; WAUSAU WI 54401 in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residences are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 5th day of November, 2024

Sandra Ruthford
Signature of City Clerk or designee



Karen S. Singsheim
(Signature of Circulator)

5177 N 28th AVE #16; WAUSAU WI 54401
(Address of Circulator)

Save 28th Ave; Wausau WI

Name	City	State	Postal Code	Country	Signed On
Karen Singsheim	Wausau	WI	54401	US	9/27/2024
Sharon Kennedy	Wausau	WI	54401	US	9/28/2024
Norman Beausoleil	Wausau	WI	54401	US	9/29/2024
Susan Berens	Wausau	WI	54403	US	9/29/2024
Ruth Kempf	Wausau	WI	54401	US	9/29/2024
Alyce Knowlton-Jablonski	Wausau	WI	54401	US	9/29/2024
JoAnn Brandenburg	Merrill	WI	54452	US	9/29/2024
Joseph Heindel	Rothschild	WI	54474	US	9/29/2024
Robert Peterson	Wausau	WI	54401	US	9/29/2024
Angela Meyer	Wausau	WI	54403	US	9/29/2024
Linda Brandt	Wausau	WI	54401	US	9/29/2024
Gigi Watson	Wausau	WI	54401	US	9/29/2024
Elaine Schlewitz	Wausau	WI	54401	US	9/29/2024
ALAN SEXTER	Wausau	WI	54401	US	9/29/2024
Roger Prochnow	Wausau	WI	54401	US	9/29/2024
Barb Reynolds	Wausau	WI	54401	US	9/29/2024
Andrea Wians	Wausau	WI	54401	US	9/29/2024
Faith Neumann	Wausau	WI	54401	US	9/29/2024
Carla Salamone	Wausau	WI	54403	US	9/29/2024
Tammy Woller	Merrill	WI	54452	US	9/29/2024
Connie Glenetski	Lake Tomahawk	WI	554539	US	9/29/2024
Sharon Hieb	Wausau	WI	54401	US	9/29/2024
Marilyn Muelver	Wausau	WI	54401	US	9/29/2024
Mary Radtke	Wausau	WI	54401	US	9/29/2024
Keith Schmelling	Wausau	WI	54401	US	9/29/2024
penny pophal	merrill	WI	54452	US	9/29/2024
Suzanne Juedes	Wausau	WI	54401	US	9/29/2024
Linda Price	Wausau	WI	54401	US	9/29/2024
Ronald Gajewski	Wausau	WI	54401	US	9/29/2024
Sara Shattuck	Berlin	WI	54923	US	9/29/2024
Cheryl Johnson	Schofield	WI	54476	US	9/29/2024
Bruce Reynolds	Wausau	WI	54401	US	9/29/2024
Karen Voigt	Wausau	WI	54401	US	9/29/2024
Vickie Bartelt	Marshfield	WI	54449	US	9/29/2024
Valerie Stubbe	Athens	WI	54411	US	9/29/2024
Lisa Oelke	Merrill	WI	54452	US	9/29/2024
Hein Lisa	Wausau	WI	54452	US	9/29/2024
Ann Bartelt	Fond du Lac	WI	54935	US	9/29/2024
Roxy Jannusch	Wausau	WI	54401	US	9/30/2024
Sue Gebhardt	Wausau	WI	54403	US	9/30/2024
Greyson Schmitt	Naples	FL	34104	US	9/30/2024
Cindy Martell	Rothschild	WI	54474	US	9/30/2024
Susan Martell-Luce	Wausau	WI	54452	US	9/30/2024

NOV 05 2024

CITY OF WAUSAU
CITY CLERK

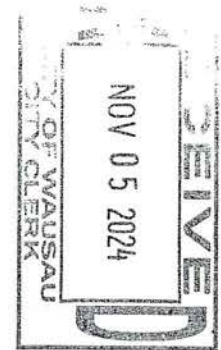
1

SANDRA RUTLEDGE
NOTARY PUBLIC
STATE OF WISCONSIN

I, Karen S. Singsheim, gathered these names on an E-Petition through
Change.org.

Karen S. Singsheim 11/5/24

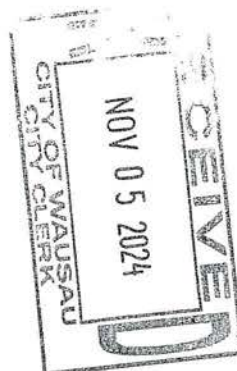
2



John Schmidt	Merrill	WI	54452	US	9/30/2024
Sandy Heywood	Pine City	MN	55063	US	9/30/2024
Diane Gudatis	Great Falls	MT	59403	US	9/30/2024
Dave Jobelius	Wausau	WI	54401	US	9/30/2024
ilycia gatti lebherz	Newton	MA	2458	US	9/30/2024
Wade Tasche	Wausau	WI	54403	US	10/1/2024
Ray Marquardt	Wausau	WI	54403	US	10/1/2024
Pamela Tasche	Wausau	WI	54401	US	10/1/2024
Heather Landwehr	Wausau	WI	54401	US	10/1/2024
Daniel Radtke	Wausau	WI	54401	US	10/1/2024
David Sittler	Wausau	WI	54401	US	10/1/2024
Elizabeth Gibson	Memphis	TN	38112	US	10/1/2024
Jill Viergutz	Wausau	WI	54401	US	10/1/2024
Patricia Pomeroy	Seattle	WA	98168	US	10/1/2024
Chelsie Nolley	Oxford	GA	30054	US	10/1/2024
Jacki LaCerte	Wausau	WI	54401	US	10/1/2024
KYLE SWAN	Wausau	WI	54401	US	10/1/2024
Salvador Corazalla	Wausau	WI	54401	US	10/1/2024
Elizabeth Arnold	Wausau	WI	54401	US	10/1/2024
Debbie Kurth	Wausau	WI	54401	US	10/1/2024
Christopher Weems	Arpin	WI	54410	US	10/1/2024
Richard Olson	Wausau	WI	54403	US	10/1/2024
Barbara Anklam	Wausau	WI	54403	US	10/2/2024
Marlene Borysiak	Schofield	WI	54476	US	10/2/2024
Scott Stuempfig	Marathon	WI	54448	US	10/2/2024
Tricia Nest	Chicago	IL	60602	US	10/2/2024
Jason Bombagi	Wausau	WI	54401	US	10/2/2024
Lucus Elliott	Wausau	WI	54401	US	10/3/2024
Noor A	Austin	TX	78704	US	10/3/2024
Liz Hauser	Wausau	WI	54401	US	10/3/2024
Anyi Mendez	Dallas	TX	75208	US	10/3/2024
SUZANNE JUEDES	Wausau	WI	54403	US	10/4/2024
Lisa Marek	Wausau	WI	54401	US	10/4/2024
Nancy Frostman	Wausau	WI	54401	US	10/4/2024
Fran Bickler	Ruskin	FL	33570	US	10/4/2024
Deb Maley	Athens	WI	54411	US	10/4/2024
Sherry Matsche	Merrill	WI	54452	US	10/4/2024
Larry Berens	Wausau	WI	54401	US	10/4/2024
Susan Krueger	Athens	WI	54411	US	10/4/2024
Lillie McCulloch	Wausau	WI	54401	US	10/4/2024
Katie Sturm	Athens	WI	54411	US	10/4/2024
Susan Hoffman	Wausau	WI	54403	US	10/4/2024
Bonnie krueger	Athens	WI	54411	US	10/4/2024
Randi Justin	Fort Lauderdale	FL	33319	US	10/4/2024
Emmanuel Birch	Lexington	NC	27295	US	10/4/2024
Josie Burg	Wausau	WI	54403	US	10/4/2024
Ava Hung	Dayton	OH	45458	US	10/4/2024

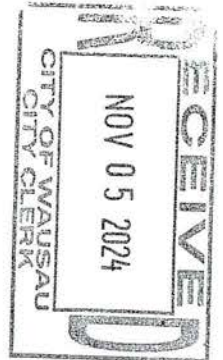
(3)

Ryan Josiger	Wausau	WI	54401	US	10/5/2024
Kimberly Freund	Wausau	WI	54401	US	10/5/2024
Steven Radant	Alton	MO	65606	US	10/5/2024
Jocelyn white	Wausau	WI	54401	US	10/5/2024
ava spinola	Albany	NY	12202	US	10/5/2024
Chasity Braud	Natchitoches	LA	71457	US	10/5/2024
Kathy Rubino	Wausau	WI	54401	US	10/6/2024
Frank Rubino	Wausau	WI	54401	US	10/6/2024
William Mueller	Wausau	WI	54401	US	10/6/2024
Barb Lowe	Wausau	WI	54401	US	10/6/2024
Andrea Steinberg	Wausau	WI	54401	US	10/6/2024
Robert Rubino	Lodi	WI	53555	US	10/6/2024
Paula Lowe	San Diego	CA	92105	US	10/6/2024
Kathryn Tessmer	Mosinee	WI	54455	US	10/6/2024
Karla Westcott	Wausau	WI	54403	US	10/6/2024
Robert Musch	Wausau	WI	54401	US	10/6/2024
Michele Montgomery	Yonkers	NY	10705	US	10/6/2024
PEGGY MECKLENBURG	Merrill	WI	54452	US	10/6/2024
Debbie Zinser	Wausau	WI	54403	US	10/6/2024
Robert DeLucca	Schofield	WI	54476	US	10/6/2024
Linda Lawrence	Wausau	WI	54401	US	10/6/2024
Helen Ippel	Wausau	WI	54403	US	10/6/2024
Cassandra Zipp	Wausau	WI	54403	US	10/6/2024
Brian Scholz	Schofield	WI	54476	US	10/6/2024
Sarah Rudolph				US	10/7/2024
Marliese Schwinn	Wausau	WI	54403	US	10/7/2024
Hunger Ann	Wausau	WI	54401	US	10/7/2024
Adin Wright	Wausau	WI	54401	US	10/7/2024
Orin Wright	Wausau	WI	54401	US	10/7/2024
Mary Swearingen	Schofield	WI	54403	US	10/7/2024
Ava Barsoum	Bensalem		19020	US	10/7/2024
Michele Trumm	Schofield	WI	54476	US	10/7/2024
Kathleen Buckli	Plover	WI	54467	US	10/7/2024
Karen Shanks	Wausau	WI	54403	US	10/8/2024
Carol DeMik	Janesville	WI	53546	US	10/8/2024
Theresa VanLieshout	Wausau	WI	54403	US	10/8/2024
Doug Purdy	Wausau	WI	54401	US	10/8/2024
Tom Pattison	Schofield	WI	54476	US	10/8/2024
Amy Huftel	Wausau	WI	54401	US	10/8/2024
Erika Albrecht	Wausau	WI	54401	US	10/8/2024
Glenn Mueller	Wausau	WI	54401	US	10/9/2024
Dale Burgoyne	Wausau	WI	54401	US	10/9/2024
Randy Graveen	Merrill	WI	54452	US	10/9/2024
Leslie Anklam	Wausau	WI	54401	US	10/9/2024
Mark McClure	Wausau	WI	54401	US	10/9/2024
Katreen Abendroth	Wausau	WI	54401	US	10/9/2024
Melinda Clay	Wausau	WI	54401	US	10/9/2024



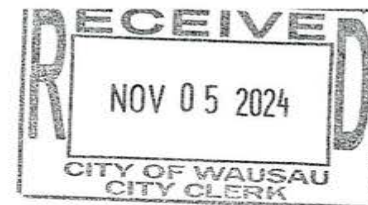
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Lori Covelli	Wausau	WI	54401	US	10/9/2024
Cole Schubring	Wausau	WI	54401	US	10/9/2024
Jill Brinkmann	Schofield	WI	54476	US	10/9/2024
Dwayne Maroszek	Wausau	WI	54401	US	10/9/2024
Thomas Starkey	Wausau	WI	54401	US	10/9/2024
Sue Burtch	Marathon	WI	54448	US	10/9/2024
Robert childress	bedford	VA	24523	US	10/9/2024
Madison Barry	Fort Wayne	IN	46802	US	10/9/2024
Dana Wentworth	Wausau	MN	54401	US	10/9/2024
Connor Schubring	Wausau	WI	54401	US	10/9/2024
Allison Lyver	Seattle	WA	98160	US	10/9/2024
Dave Voelker	Wausau	WI	54401	US	10/9/2024
Kaelyn Schubring	Chicago	IL	60602	US	10/9/2024
Heather Isaac	Vista		92084	US	10/9/2024
Terry Rauh	Rothschild	WI	54474	US	10/10/2024
Patricia Mittelsteadt	Wausau	WI	54401	US	10/10/2024
Heather Matter	Schofield	WI	54476	US	10/10/2024
Heather Hanson	Schofield	WI	54476	US	10/10/2024
Paul Lindwall	Wausau	WI	54401	US	10/10/2024
Mike Witter	Wausau	WI	54401	US	10/10/2024





Save 28th Ave; Wausau WI



Name	City	State	Postal Code	Country	Commented Date	Comment
penny pophal	merrill	WI	54452	US	9/29/2024	"We use this way when we go to wausau. Why would you want to shut it down? The up keep of the road? What about the alternative route that will need the up keep of the roads now with all the traffic going that way?"
Vickie Bartelt	Marshfield	WI	54449	US	9/29/2024	"We use this on our trips to Wausau. To just close a major street is a shame. Fix it."
Hein Lisa	Wausau	WI	54452	US	9/29/2024	"17th Ave should be repaired"
Heather Landwehr	Wausau	WI	54401	US	10/1/2024	"I use this everyday to get to and from work at the clinic. Would be nice if they fix it."
Barbara Anklam	Wausau	WI	54403	US	10/2/2024	"It's the problem that the city has to deal with with the Village of Maine. They cut off all city development in this area, so the city can now pay the price to get it fixed. We seem to have money for just about everything else."
Karla Westcott	Wausau	WI	54403	US	10/6/2024	"Ridiculous planning. Support the residents"
Michele Montgomery	Yonkers	NY	10705	US	10/6/2024	"It is a hospital access road as well as a direct route to HW U with housing becoming more developed in that area."
Robert DeLucca	Schofield	WI	54476	US	10/6/2024	"Potholes, uneven surfaces and a lack of proper drainage can cause vehicles to skid or lose traction, leading to crashes. Especially during winter months."
Robert DeLucca	Schofield	WI	54476	US	10/6/2024	"Potholes, uneven surfaces and a lack of proper drainage can cause vehicles to skid or lose traction, leading to crashes. Especially during the winter months."
Tom Pattison	Schofield	WI	54476	US	10/8/2024	"Our community needs common sense road layouts and this road has provided just that, also rerouting traffic will cause more problems in the future!"
Patricia Mittelsteadt	Wausau	WI	54401	US	10/10/2024	"I go up 28th yo my church, Highland Community Church. I don't want to go a round about way to get there."

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving First Amendment to the Master Partnership Agreement between Community Infrastructure Partners, LLC (“CIP”), City of Wausau (“CITY”) and Wausau Water Works (“WWW”).

Committee Action: Pending

Fiscal Impact: None

File Number: 23-1215

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on October 17, 2023, WWW approved entering into a contract with CIP for lead service line replacement and related infrastructure, and on December 19, 2023, the CITY approved entering into a contract with CIP as well, and a Master Partnership Agreement (“Agreement”) was dated February 16, 2024, and executed; and

WHEREAS, all parties desire to amend the terms of the Agreement to comply with Safe Drinking Water Loan Program requirements, pursuant to Chapter NR 166, Wis. Admn. Code, as a condition precedent to receiving financial assistance in the form of a loan, principal forgiveness or refinancing a municipality’s interim debt obtained for the project, and as requested by the Wisconsin Department of Natural Resources (“WDNR”); and

WHEREAS, the WDNR, working within its administrative rules for funding this project, requires the contract be structured as a “cost not-to-exceed” rather than a “cost plus” construct, requires the following changes:

- Elimination of definitions which reference Key Performance Indicators (“KPI”)
- Amending the code reference for the definition of “LSL Professional Services” to “service fees and costs of engineering, architectural, legal, and other professional services provided for the project”
- As to the general scope of Construction Period Work, reflecting that CIP, as the Manager, will not be directly providing any construction work or be responsible for the selection, management and implementation of all construction procedures, but instead will ensure qualified subcontractors perform and implement construction procedures
- As to Compensation, elimination of Manager’s Base Fee as a “direct costs-plus-mark up fee of 7.5%” and instead, structured as a “time and materials” based fee
- Elimination of a performance-based fee, based on KPIs, of direct costs plus 1%, for a maximum of 5% cumulative fee

- Insertion of Schedule 4 – “Not To Exceed Values for LSL Professional Services” which shall be determined as part of each Final Annual Plan each year, and be payable to CPI
- Elimination of Schedule 3 – KPIs
- Addition of Schedule 5 – Scope of Work, which defines the provision of LSL Professional Services through various position roles

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 First Amendment to the Master Partnership Agreement, as attached, with Community Infrastructure Partners, LLC, and Wausau Water Works, to ensure eligibility for financial assistance for lead service line replacement and associated infrastructure.

Approved:

Doug Diny, Mayor

FIRST AMENDMENT TO THE MASTER PARTNERSHIP AGREEMENT

THIS FIRST AMENDMENT (this “Amendment”) to the MASTER PARTNERSHIP AGREEMENT is made and entered into as of December [•], 2024 (the “Effective Date”) by and among COMMUNITY INFRASTRUCTURE PARTNERS, LLC, a Delaware limited liability company (the “Manager”) and the CITY OF WAUSAU, a municipal entity created by the State of Wisconsin, and its municipal water authority, WAUSAU WATER WORKS (collectively, the “City”). The City or the Manager or both may be referred to herein as a “Party” or the “Parties.”

WHEREAS, the Parties previously entered into that certain Master Partnership Agreement, dated as of February 16, 2024 (the “Prior Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Prior Agreement; and

WHEREAS, the Parties desire to amend the terms of the Prior Agreement as provided herein to better align with Safe Drinking Water Loan Program funding requirements as relayed by the Wisconsin Department of Natural Resources.

NOW THEREFORE, in consideration of the mutual promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Section 2.2 of the Prior Agreement is hereby amended by deleting all of the following definitions in their entirety: “Local Business Utilization KPI”, “LSL Cost KPI”, “LSL Implementation Schedule KPI”, “Target Class Business Utilization KPI”, and “Training Individuals and Businesses KPI”.

2. LSL Professional Services. Section 2.2 of the Prior Agreement is hereby amended by deleting the definition of “LSL Professional Services” and substituting the following therefor:

“LSL Professional Services” means service fees and costs of engineering, architectural, legal, accounting, and other professional services provided by the Manager for a Project including, but not limited to, those services described in Wis. Admin. Code NR § 166.07(1)(s) (2024).”

3. General Scope of Construction Period Work. Section 5.1 of the Prior Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

“Section 5.1 General Scope of Construction Period Work. Following the City’s acknowledgement of a Final Project Book each year, 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 ensure qualified subcontractors perform and implement the 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. For the avoidance of doubt, Manager will not be directly providing any construction work, but instead will provide LSL Professional Services.”

4. Engagement of Certifier. Section 5.2 of the Prior Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

“Section 5.2 Engagement of Certifier. Promptly following the 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 and to advise the City whether or not such Work is performed in accordance with the applicable standards. 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.”

5. Base Fee. Section 6.2 of the Prior Agreement is hereby deleted in its entirety and the following shall be substituted therefor:

“Section 6.2 Base Fee. In addition to the reimbursement of Direct Costs under Section 6.1, the Manager’s base fee for each Project (“Base Fee”) shall be structured as a time and materials based fee and paid by the City to the Manager. The scope of LSL Professional Services is detailed in Schedule 4. The Base Fee is to address a set of non-construction oversight and management activities taken related to capital improvements 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. Monthly invoices from the Manager are to demonstrate performance of tasks eligible for the Base Fee and will be based on actual time and materials costs incurred by the Manager pursuant to the scope of LSL Professional Services work detailed in Schedule 4. 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 SocioEconomic Development Plan set forth on Schedule 2 attached hereto.”

6. Performance-Based Fee. Section 6.3 of the Prior Agreement is hereby deleted in its entirety and is hereby substituted with the words “Intentionally Omitted.”

7. General Requirements and Conditions. Section 6.4 of the Prior Agreement is hereby deleted in its entirety and is hereby substituted with the words “Intentionally Omitted.”

8. KPI Certification. Section 6.5(a)(2) of the Prior Agreement is hereby deleted in its entirety and is hereby substituted with the words “Intentionally Omitted.”

9. Not to Exceed Value. The following shall be inserted as Section 6.8 to the Prior Agreement:

“Section 6.8 Not to Exceed Value. The Parties agree that in no event shall the aggregate amount (excluding Interim Financing Costs) payable to the Manager for LSL Professional Services pursuant to this Agreement exceed the annual sums outlined in Schedule 4 for each year. The amounts in Schedule 4 shall be determined as part of each Final Annual Plan (as described in

Section 3.1 of this Agreement). The updated Schedule 4 shall made a part of this Agreement by contract amendment following completion of each Final Annual Plan.”

10. Key Performance Indicators. The Prior Agreement shall be amended by deleting Schedule 3 thereto in its entirety and is hereby substituted with the words “Schedule 3 Intentionally Omitted.”

11. Not to Exceed Value Schedule. The Prior Agreement shall be amended by attaching the following as Schedule 4 thereto:

“Schedule 4 – Not To Exceed Values for LSL Professional Services

2024	\$751,154
2025	\$1,951,194
2026	*
2027	*
2028	*

* Years 2026, 2027, and 2028 shall be updated as part of the Final Annual Plan for the corresponding year and made a part of this Schedule pursuant to Section 6.8.”

12. Scope of Work. The Prior Agreement shall be amended by attaching the following as Schedule 5 thereto:

“Schedule 5 – Scope of Work

The Manager, in coordination with any subcontractors, will provide professional services for the Program directly related to the program management of replacing lead service lines in the City of Wausau including inventory verification, engineering, contractor procurement, community outreach and stakeholder engagement, construction management, procuring of water filters and test kits, inspection, data management and financing.

The Manager will provide the LSL Professional Services through the following roles and associated tasks, which may be amended from time to time:

Program Manager – will provide program management and data management service while overseeing day to day operations within the program office and providing supervision in the field to ensure all construction and third party certification activities are being performed within the parameters of their respective contracts. Estimated hours: Oct 2023 – Dec 2024 = 2,531; 2025 = 2,080; 2026 [•]. 2024 Hourly rate: \$200.

Deputy Program Manager – will provide program management and data management service and providing supervision in the field to ensure all construction and third party certification activities are being performed within the parameters of their respective contracts. Estimated hours: Oct 2023 – Dec 2024 = 0; 2025 = 1,907; 2026 [•]. 2024 Hourly rate: \$150.

Operations Executive – will provide management of entire team including engineering, construction management, inspection and contractor firms, inclusive of the overall operations plan

for the Program. Estimated hours: Oct 2023 – Dec 2024 = 1,323; 2025 = 1,664; 2026 [•]. 2024 Hourly rate: \$250.

Finance Executive – will provide managing services related to all financial components of the Program including leading intent to apply submissions and applications to WDNR and the closing process while ensuring the City is in compliance with all state and federal regulations related to Lead and Copper Rule Improvements (LCRI) and the Bipartisan Infrastructure Law. Estimated hours: Oct 2023 – Dec 2024 = 815; 2025 = 832; 2026 [•]. 2024 Hourly rate: \$300.

Program Executive – will provide oversight of the delivery of the entire program ensuring all aspects of the Program are on track with the goals of the City, contract and compliance with LCRI and developing and implementing strategies in concert with City leadership to ensure the Program delivers on its goals within established timeframes and budgets. Estimated hours: Oct 2023 – Dec 2024 = 425; 2025 = 832; 2026 [•]. 2024 Hourly rate: \$400.

Outreach and Engagement Coordinator – will provide oversight of outreach and engagement firms providing door-to-door canvassing, communication materials and stakeholder engagement. Estimated hours: Oct 2023 – Dec 2024 = 300; 2025 = 1,664; 2026 [•]. 2024 Hourly rate: \$150.”

13. No Other Amendments. Except as amended by the terms above, the Prior Agreement shall survive this Amendment and continue in full force and effect without amendment, modification or waiver.

14. Counterparts. This Amendment may be executed in one or more counterparts and by exchange of electronic (PDF) copies of original or facsimile signatures, all of which shall be taken together and shall constitute one and the same agreement.

[Remainder of page intentionally left blank; 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: _____
Doug Diny, Mayor

Attested to

By: _____
Name: _____
Title: _____

Wausau Water Works

By: _____
Name: _____
Title: _____

FINANCE COMMITTEE

Date and Time: Tuesday, January 14, 2025, at 5:15 p.m., Council Chambers

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

Others Present: Eric Lindman, Jeremy Kopp, Anne Jacobson, Rick Rubow

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

Discussion and possible action on approval of the First Amendment to the Master Partnership Agreement between Community Infrastructure Partners, LLC Agreement.

McElhaney questioned the differences in the amendment. It was stated there would be three times the services of the current agreement and this would account for the increase in service. McElhaney further questioned employee pay rates and hours for the contractors. It was stated the contract was for a cost not to exceed.

Martens stated that a cost to not exceed would ensure that additional funds would not need to be expended.

Motion by Henke, seconded by Martens, to approve. Motion failed 2-3 with Gisselman, McElhaney, and Tierney opposed.

McElhaney stated more information about the details of the agreement would be needed to support the motion and requested that this be brought back to the next committee meeting for consideration. It was stated it was important to have this information to have buy in from residents and answer questions.

McElhaney requested reconsideration of this item.

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

February 16, 2024

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MASTER PARTNERSHIP AGREEMENT

THIS MASTER PARTNERSHIP AGREEMENT (“this Agreement”) is entered into as of February 16, 2024 (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.

Section 2.3.4 Public Records. Notwithstanding anything in this Section 2.3, or any other part of this Agreement, the Manager understands that the City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. pursuant to Wis. Stat. §19.36(3), and that the City may be obligated to produce, to a third (3rd) party, the records of Manager that are "produced or collected" by Manager under this Agreement ("Records"). Manager is therefore

obligated to retain such Records and produce them to the City to the extent it is required under the Wisconsin Public Records Law. Manager's failure to maintain and produce Records as required by this Section 2.3.4 shall constitute a material breach of this Agreement, and Manager agrees to hold the City, and its officers, elected officials and employees, harmless from liability due to such breach, and shall indemnify the City, its officers, elected officials and employees, from any damages or costs, including reasonable attorney's fees, due to Contractor's failure to comply with this Section 2.3.4. Manager's records and other documents produced in the ordinary course of its business are not subject to such disclosure.

Section 2.3.5 Public Meetings. With regard to any public information or public participation meetings held by Manager, including, but not limited to, Project Bid Contractor Information Sessions, the Manager will share relevant details with the City and the City will post notice as required by Wis. Stat. §19.84. Additionally, there shall be provided on the City's official website, the posting of such meetings on the City's calendar. The City shall provide a link to the Manager's website on the City's website, as well as posting regular updates on this project. The Manager shall post regular updates to the Manager's website on this project.

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 to 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 administering 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: Shawn Kerachsky
Name: Shawn Kerachsky
Title: President/CEO

CITY:

City of Wausau

By: Katie Rosenberg
Katie Rosenberg, Mayor

Attested to By: Kathryn A. Bernarde
Name: Kathryn A. Bernarde
Title: City Clerk

Wausau Water Works

By: Katie Rosenberg
Name: Katie Rosenberg
Title: Mayor & President of Wausau Water Works

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.

EquiFlow Wausau- Workforce Development Plan

2025 Construction Season

Introduction

Coming off of a highly successful first year of the EquiFlow Lead Free Wausau program which saw the replacement of 629 lines, the focus shifts to the 2025 construction season which envisions tripling that volume and replacing upwards of 1,800 lines pending both financial award from the DNR and approval of the City Council. The capacity necessary to meet this requirement in 2025 as well as the remaining three years of the program will be taxed and as a result it is imperative that an extensive workforce development effort take place to ensure there are enough laborers and plumbers to sustain productivity and quality levels and maintain current price points. The following workforce development plan outlines our comprehensive strategy for recruiting, training, and certifying both laborers and plumbers to ensure they possess the necessary skills to achieve the goals and objectives of the EquiFlow program.

Objectives

There are four (4) pillars to the EquiFlow workforce development plan. They are as follows:

1. Recruitment

The ability to attract a diverse pool of candidates that align with the goals and objectives of the program is a critical step to ensuring that capacity needs can be met. Developing and successfully executing a robust recruiting strategy is critical, while at the same time not over recruiting to the point where there are not viable opportunities for people coming out of the program. Wausau has a robust pipeline of potential sources for recruits, including but not limited to:

- High Schools, including technical and vocational schools
- Juvenile and adult reentry programs
- Refugee resettlement groups
- Unemployed and underemployed individuals
- Career transitioning individuals

The ability to identify these individuals in order to educate them on the opportunity is also a critical step in the process. Those efforts bear a striking similarity to some of the tactics employed as part of the community outreach and engagements efforts aimed at driving resident participation in the program to ultimately sign the consent form, such as:

- Community Outreach- leveraging existing communication channels and materials to drive awareness in the community
- Online Platforms- Leverage the program and city websites as well as job boards (Indeed, Glassdoor) and social media (LinkedIn, Facebook) to advertise positions.
- Educational Institutions- Work with high schools and vocational schools to integrate into their communication channels
- Job Fairs- Host and participate in local job fairs targeting labor sectors at community events, schools, churches, etc.

- Existing governmental and non-governmental organizations- work with existing organizations that are currently working with the identified populations to assist with both communication as well as identifying prospective candidates.

2. Training

Providing the necessary classroom and technical training to meet the requirements of the roles, inclusive of any licensing and/or certifications is necessary to ensure that the work is completed from a compliance and quality perspective. Leveraging the current relationship with LiUNA, we have developed a customized lead service line curriculum that identifies pertinent classes from their existing catalog that a prospective recruit would need to complete in order to meet the baseline requirements of either a laborer, plumber or a equipment operator, while also identifying electives and advanced skills that would position them to pursue the plumbing track if that was so desired.

Year	Course Name	Hours	Notes	Required for Apprenticeship LiUNA	LSR Track
Required Core Courses					
1	Intro Lead Service Line Replacement	0	Required Seminar Course - Does not count toward 400hrs (Online or Hybrid Course?)		X
1	First Aid/CPR/AED	8	*Must be completed before starting Field Work	X	X
1	OSHA 30	30	*Must be completed before starting Field Work	X	X
1	Basic Transit and Level	80	Pre-Requisite for Pipelaying and Construction Plan Reading		X
1	Pipelaying Principles and Trench Protection	120	Basic Transit and Level required; Pre-Requisite for Advanced Pipelaying		X
1	Traffic Control and Flagging	8		X	X
Required Core Courses					
2	General Construction	40	**LiUNA reps & members come speak about their experience and benefits of the Union and profession		X
2	Hazardous Waste Worker	40		X	X
2	Transition to Trainer	8		X	X
2	Foreman Preparedness	40	***Is this course necessary? Are they good at speaking to people		X
2	Elective - Category 1	#			
Minimum of 400 hrs in class complete apprenticeship 374 hrs are required through the core courses Need Minimum of 36 hrs of Elective Hours to complete program					
Category 1 Electives (Must choose at least 1)					
	Hoisting/Rigging & Hand Signal	40			
	Construction Plan Reading	40			
Category 2 Electives					
Recommended	GPS and Total Station	32			
Recommended	Rough Terrain Forklift	8			
Recommended	Small Gas Engines	16	***Does this help them know how to fix their equipment in the field?		
Advanced Studies					
Advanced Studies	Welding and Cutting	40			
Advanced Studies	Advanced Pipelaying	40	Pipelaying Principles and Trench Protection Required		

Mapped out from a timing perspective, the year one requirements, inclusive of First Aid and OSHA 30 training would take just over six weeks to complete. From there, recruits would need to complete an additional 362 hours of training over two years as part of the overall 400-hour requirement. Classes can be completed as a combination of in person and on-line as offered. This classwork also happens in parallel to completing their 4,000 hours of required on-the-job apprenticeship (described below).

3. Partnerships

Incorporating partnerships into the workforce development plan is critical and multi-dimensional as those partnerships span recruiting, training and placement. As previously described, there are multiple channels that can serve as robust sources for recruiting potential candidates for the program. From a training perspective, partnerships with the trade unions as well as other resources that exist at the city, county and state level can also play a key role in leveraging processes, systems and funding that already exists so that the program is not recreating the proverbial wheel. Lastly, partnerships with firms that are either already working on the Equiflow program or doing relevant work elsewhere in the community is critical towards providing opportunities for candidates to gain their apprenticeship hours. As the program scales to 1,800 lines per year or more in years two through five, there should be no shortage of opportunities for recruits to be integrated into existing crews that are performing the work. We will work with successful bidders during the planning period for each construction season in order to appropriately resource plan and ensure that we maximize the opportunity to integrate the workforce participants.

4. Placement

In advance of completing their apprenticeship hours, we will proactively work with recruits on securing permanent employment. The most direct and obvious path towards permanent employment is through their sponsoring firm, however that may not be a fit for myriad reasons whether it be personal preference of either the recruit or the firm, long-term prospects and financial stability of the firm, a desire for something different from the recruit or any number of other reasons. With that in mind it is important to develop an ecosystem of potential employers for recruits that complete their apprenticeship hours. That ecosystem will consist of a variety of construction firms across the trades spectrum as well as local to regional to national engineering firms as well as public sector agencies. Additionally, there may be an interest in working in different geographic markets. Our ability to leverage the national partnerships with the various unions will allow us to tap into and potentially facilitate the desire for transience from a subset of the recruits. While that may not be perceived as a direct benefit to the local community, it is a more long-term facing strategy that addresses the seasonality of the work, the fact that there will be significant pockets of labor shortages throughout the country and the fact that Wausau is on a track to complete this body of work over a relatively short period of time and thus preparing recruits for long-term careers if there is a tighter labor market once this work is completed will give them a degree of optionality.

Conclusion

This workforce development plan aims to ensure that Wausau and the EquiFlow program are equipped with enough qualified and local laborers to not only complete all of the requisite work on schedule, but also on budget. The biggest threat to the latter is a dearth of qualified contractors, which would ultimately drive up the cost due to scarcity of resources to complete it. By focusing on targeted recruitment, comprehensive training, and strategic partnerships, we can ensure that Wausau meets its goal of being lead free by 2029, and doing so in a manner that identifies, values and incorporates as many local residents and businesses into the program as possible.

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

RESOLUTION OF THE COMMON COUNCIL

Approving the hiring of special counsel and authorizing the City Attorney to hire and manage outside legal counsel engaged to advise the Ethics Board in the matter of the Complaint of Jay Coldwell, Gerard C. Phelan, Kurt Hase and Scott L. Bryan against Mayor Doug Diny.

Committee Action: Pending

Fiscal Impact:

File Number: 25-0112

Date Introduced: January 28, 2025

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☒ No ☐	Budget Source Legal services are budgeted in the City Attorney and Insurance Fund
	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, Complainants Jay Coldwell, Kurt Hase, Thea Territo, Pamela Bannister, Lila Hobson, Jerry Phelan, Scott Bryan and Bart Hobson filed with the City Clerk on January 14, 2025, an unverified Complaint against Mayor Doug Diny, alleging a violation of the City's Code of Ethics for Public Officials; and

WHEREAS, Complainants Jay Coldwell, Gerard C. Phelan, Kurt Hase and Scott L. Bryan filed with the City Clerk between January 15, 2025 and January 21, 2025, a verified Complaint against Mayor Doug Diny, alleging a violation of the City's Code of Ethics for Public Officials; and

WHEREAS, Wausau Municipal Code 2.03.060(a) requires the board to accept from any individual, 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 the chapter and forward to the accused, within three (3) days, a copy of the complaint; and

WHEREAS, no investigation of the complaint may be commenced until it has been authorized by a majority vote of the board and the person who is the subject of the investigation has been notified of the investigation pursuant to WMC 2.03.060(c); and

WHEREAS, WMC 2.03.040 provides that 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; and

WHEREAS, the City Attorney requests authorization to retain special counsel to advise the Ethics Board, as the accused is a member of her organizational client, and the documentation filed suggests the potential for seeking information or testimony from the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby authorize the hiring of special counsel to advise the Ethics Board in the matter of the Complaint filed by Jay Coldwell, Gerard C. Phelan, Kurt Hase and Scott L. Bryan against Mayor Doug Diny, and pursuant to the City's Procurement Policy, authorizes the City Attorney to engage Attorney Eric Larson of Municipal Law & Litigation Group S.C., Waukesha, Wisconsin.

Approved:

Doug Diny, Mayor

Municipal LAW

& L I T I G A T I O N G R O U P

DALE W. ARENZ – 1935-2022
DONALD S. MOLTER, Jr. - Retired
JOHN P. MACY
H. STANLEY RIFFLE - Court Commissioner
ERIC J. LARSON
REMZY D. BITAR

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GREGORY M. PROCOPIO
ADAM J. MEYERS
SAVANNA M. GAIN

STEPHEN J. CENTINARIO, JR.
MICHAEL J. MORSE
JAMES P. WALSH

TO: City of Wausau

FROM: Attorney Eric J. Larson, Municipal Law & Litigation Group, S.C.

RE: Legal Services Engagement Letter

DATE: January 23, 2025

This engagement letter describes the scope of representation and fee arrangement between the City of Wausau and Municipal Law & Litigation Group, S.C. (MLLG).

Scope of Representation

We will serve as legal counsel for the City of Wausau Ethics Board, specifically regarding all aspects of the Ethics Board's consideration of a complaint filed January 16, 2025, which is dated January 14, 2025. We will also advise City staff regarding administrative issues arising in the matter. In the event of appeal from the decision of the Ethics Board, we will serve as counsel to the Ethics Board on appeal upon confirmation at such time that we should do so.

Conflict of Interest

Although we do not anticipate having conflicts of interest, we are obligated to advise of the following. Conflicts of interest may arise between two or more clients represented by our firm, entities owned or controlled by clients, or other interpersonal relationships. If a conflict of interest should arise, ethical considerations may prohibit us as the lawyer having represented currently or in the past both entities from currently representing either one against the other. We would not be able to advocate fairly the position of either against the other, and we will then be required to withdraw as the lawyers for both parties. If this were to occur, we would advise you accordingly. There is no current conflict of interest.

Legal Fees & Costs

Our experience has indicated that it is not possible to accurately and professionally forecast the amount of time or effort which will be required to successfully conclude a particular legal matter. Accordingly, it is our firm policy to set an hourly fee for our services. Thus, the City will be billed monthly at an hourly rate for services performed. Our hourly rate is \$250.00/hour. This rate may

Engagement Letter – City of Wausau

January 23, 2025

be reviewed and adjusted annually, generally tied to consumer price index changes since the previous fee adjustment. We do charge the hourly rate while traveling to court appearances or meetings. It is not our practice to bill for in house costs and expenses incurred on your behalf such as mileage, photocopying charges, facsimile costs, and long-distance telephone calls. Minimum charges apply, which are currently \$30 for review of documents and communications, and \$35 for drafting work and letters/emails. Other actual and reasonable costs such as transcript fees and applicable filing fees and court costs required in the handling of matters within our scope of services will be billed.

Billing Practice

Each month we will furnish you with a statement describing our services and separately showing disbursements and other charges. Our normal billing period closes in the first half of each month and a monthly statement which summarizes all professional charges incurred during the previous month will be sent to you. Sometimes there may be an unavoidable delay in reporting disbursements and other charges, and therefore, not all disbursements and charges may be billed at the same time as the related legal services.

File Retention

It is the policy of the Municipal Law & Litigation Group, S.C. to destroy all files ten (10) years after the file is closed. No information from the files will be retained or available after that time.

Firm Limited Liability Entity Status

Municipal Law & Litigation Group, S.C. is a Wisconsin Service Corporation which is a legal entity separate from the attorneys of the firm who are its shareholders. The structure provides limited liability to the owners and the employees of our company. The corporation is liable for the actions of all of its attorneys and employees and maintains legal malpractice insurance coverage equaling or in excess of what is required by the rules regulating lawyers in Wisconsin.

The City is engaging our firm, Municipal Law & Litigation Group, with Eric J. Larson serving as lead counsel. If questions arise about our services, staffing, billing or other aspects of our representation for you, please do not hesitate to contact me.

Yours Very Truly,
MUNICIPAL LAW & LITIGATION GROUP, S.C

Eric J. Larson

Eric J. Larson

Acknowledged and Accepted

January ____, 2025

_____,
City of Wausau
By City Attorney Anne Jacobson
Upon authorization of the City Council

Municipal LAW

& L I T I G A T I O N G R O U P

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MICHAEL J. MORSE
JAMES P. WALSH

ERIC J. LARSON

Born in Northfield, Minnesota, November 20, 1964; admitted to Minnesota State Bar, 1990, U.S. District Court, District of Minnesota, 1992, Wisconsin State Bar, 1994, and U.S. District Court, Eastern District of Wisconsin, 1995.

EDUCATION

Earlham College (B.A., All College Honors, 1987); University of Minnesota Law School (J.D., 1990).

MEMBERSHIPS

Waukesha County Bar Association: Municipal Law Section.
State Bar of Wisconsin: Administrative and Local Government Law Section.
American Bar Association: Section of State and Local Government Law.
Judicial Clerk, 8th Judicial District, Minnesota (1990-1992).
Assistant County Attorney: McLeod County, Minnesota, (1992-1994).
Municipal Law & Litigation Group, S.C., (1996-present)
Adjunct Faculty, Carroll College, "Land Use Law and Policy" course (2003).
Chair, Waukesha County Bar Association, Municipal Section (2005 - present).

Lecturer on municipal law topics sponsored by the League of Wisconsin Municipalities (1997, 2008, 2009, 2010, 2011, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023) the Wisconsin Town's Association (1997, 1998, 2006, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016), the Waukesha County Bar Association, Municipal Law Section (2004), Waukesha County Technical College (2007, 2008); Wisconsin City/City Manager Association Regions 7 and 9 (2012) and State convention (2019); New Clerk's School, Wisconsin Clerk's and Treasurer's Institute, University of Wisconsin Extension (2014), Wisconsin Clerks Association (2017, 2021), Wisconsin Association for Public Procurement and Value in Government (2017), National Business Institute (2017, 2019, 2020, 2021, 2022, 2023), Strafford Webinar (2017, 2018, 2019), Wisconsin Association of County Corporation Counsels (2018), American Public Works Association (2019), Wisconsin Municipal Judge's Association (2019). Sample programs include:

New Era of Zoning and Land Use
Small Cellular Technology Roll Out
Constitutional Issues in Municipal Regulation
Liquor Licensing
Conditional Use Authority
Municipal Regulation of Telecommunications
Shared Municipal Services
Terminating Intermunicipal Agreements
Urban Agriculture Legal Issues
Officers and Employees
Municipal Ethics
Trees, Weeds and Stormwater Regulation
Solutions to Stalled Development

Public/Private Partnerships
Single-Family Residential Zoning Issues
Public Records Laws
Open Meetings Laws
Municipal Best Practices
Financial Guarantees
Regulation of Signs
Permit Hearings
Service Animals and Public Facilities
Municipal Contracting
Municipal Risk Management
Zoning, Annexation, Land Use

Eric received the prestigious "Leader in the Law" Award from the Wisconsin Law Journal in 2015 and "Super Lawyer" Award annually for many years. More information about our firm and our attorneys is available on our website: www.municipallawsc.com

MUNICIPAL LAW & LITIGATION GROUP, S.C.

MUNICIPAL RESUME

Our law firm, MUNICIPAL LAW & LITIGATION GROUP, S.C., has seventeen attorneys and 2 law clerks, and is engaged in the general practice of law, with a heavy emphasis on municipal law, throughout Wisconsin. Our firm presently represents the following municipal entities.

REPRESENTATION

MUNICIPAL:

City of Cudahy	Town of Erin
City of Oconomowoc	Town of Genesee
City of Pewaukee	Town of Hartford
City of St. Francis	Town of Herman
Village of Butler	Town of Ixonia
Village of Dousman	Town of Jackson
Village of Fox Point	Town of Jefferson
Village of Greendale	Town of LaGrange
Village of Jackson	Town of Lake Mills
Village of Nashotah	Town of Lisbon
Village of North Bay	Town of Lowell
Village of North Prairie	Town of Mukwonago
Village of Oconomowoc Lake	Town of Ottawa
Village of Palmyra	Town of Raymond
Village of Pleasant Prairie	Town of Troy
Village of Random Lake	Town of Wayne
Village of Reeseville	Town of Westfield
Village of Richfield	Jefferson County
Village of Rochester	Allenton Sanitary District No. 1
Village of Slinger	Blackhawk Sanitary District
Village of Summit	Dane County Towns Association
Village of Sussex	Delavan Lake Sanitary District
Village of Vernon	Dousman Fire District
Village of Waukesha	Eagle Spring Lake Management District
Village of West Milwaukee	Genesee Lake Utility District (Summit)
Village of Wind Point	Hilldale Sanitary District
Town of Addison	Ixonia Sanitary District No. 1
Town of Ashippun	Ixonia Sanitary District No. 2
Town of Aztalan	Pike Lake Utility District
Town of Christiana	Silver Lake Sanitary District
Town of Cold Spring	Silver Lake Utility District (Summit)
Town of Delafield	Summit Fire District
Town of Eagle	Summit Utility District No. 2
	Summit Utility District No. 3

MUNICIPAL INSURANCE DEFENSE:

- League of Wisconsin Municipalities Mutual Insurance Co. (LWMMI)
- Wisconsin Municipal Mutual Insurance Co. (WMMIC)
- Cities and Villages Mutual Insurance Co. (CVMIC)
- Rural Mutual Insurance

MUNICIPAL LAW & LITIGATION GROUP, S.C.

CONSULTANT TO:

City of Adams
City of Altoona
City of Black River
City of Brookfield
City of Fond du Lac
City of Franklin
City of La Crosse
City of Madison
City of Manitowoc
City of Manitowoc Police and Fire Comm.
City of Mequon
City of Mequon Zoning Board of Appeals
City of Milwaukee Zoning Board of Appeals
City of Muskego
City of Oconomowoc Zoning Board of Appeals
City of Oshkosh
City of Sheboygan
City of Watertown
City of Waukesha
City of West Bend
Village of Adell
Village of Brown Deer
Village of Campbellsport
Village of Elm Grove
Village of Fontana
Village of Hales Corners
Village of Hortonville
Village of Kewaskum
Village of Kingston
Village of Lake Delton
Village of Menomonee Falls
Village of Mukwonago
Village of Newburg
Village of North Fond du Lac
Village of Pewaukee
Village of Sister Bay
Village of Sturtevant
Town of Ashland
Town of Barton
Town of Bass Lake
Town of Beloit
Town of Burnett
Town of Caledonia
Town of Cedarburg
Town of Cross Plains
Town of Dupont
Town of Eldorado

Town of Farmington
Town of Gingles
Town of Hayward
Town of Harmony
Town of Harrison
Town of Holland
Town of Kewaskum
Town of Lamont
Town of Mercer
Town of Merton
Town of Pierce
Town of Pleasant Springs
Town of Port Washington
Town of Randall
Town of Sanborn
Town of Sheboygan
Town of Spring Prairie
Town of Sugar Creek
Town of Theresa
Town of Wautoma
Town of Westford
Town of Westport
Town of White River
Town of Woodboro
County of Chippewa
County of Dane
County of Jefferson
County of Kenosha
County of La Crosse
County of Manitowoc
County of Marathon
County of Outagamie
County of Rock
County of St. Croix
County of Walworth
County of Washington
Waukesha County Technical College
Arrowhead High School District Area Schools
Dane Town Board of Zoning Appeals and Adjustment
Delafield-Hartland Water Pollution Control Commission
Kimberly Area School District
Merton School Joint District No. 9
Milwaukee County Ethics Commission
North Lake Management District
Oconomowoc School District
Racine Water Utility
Sauk Prairie Police Commission
Winneconne Sanitary District #3

MUNICIPAL LAW & LITIGATION GROUP, S.C.

As a general rule, we do not represent citizen groups in matters involving municipal matters. As an absolute rule, we never represent developers.

Our firm is currently rated AV by Martindale-Hubbell. Our firm has been named as a national First Tier "Best Law Firm" by *U.S. News & World Report*, Land Use and Zoning for multiple years in a row and a First Tier "Best Law Firm Milwaukee Metropolitan Region" for Administrative/Regulatory Law, Land Use and Zoning Law, and Municipal Law for multiple years in a row. Our lawyers have been recognized as "Super Lawyers" each year for a more than a decade, and as "Best Lawyer in America," and as "Leaders in the Law" among other peer reviewed awards.

In addition to our sixteen attorneys, we have paralegal and support staff, plus research capability from para-professionals that work for us from time to time. We strongly believe in working as a team with the local municipal administrators, clerks, treasurers, planners, building inspectors, assessors, engineers and financial consultants, etc.

The background on each attorney is as follows:

JOHN P. MACY

Born in Menomonee Falls, Wisconsin, June 26, 1955; admitted to Bar, 1980, Wisconsin and U.S. District Courts, Eastern and Western Districts of Wisconsin, the United States Court of Appeals for the Armed Forces and United States Supreme Court.

EDUCATION

Carroll College (B.A., cum laude, 1977); Marquette University (J.D., 1980).

American Bar Association

THE FELLOWS of the American Bar Foundation

State Bar of Wisconsin

THE FELLOWS of the Wisconsin Law Foundation

Waukesha County Bar Association: Member 1980 to present.

Uniform Law Commission: Wisconsin Commissioner: 2012 to present.

Court Commissioner: Waukesha County.

H. STANLEY RIFFLE

Admitted to bar, 1980, Wisconsin and U. S. District Courts, Eastern and Western Districts of Wisconsin; 2001, United States Court of Appeals - D.C. Circuit.

EDUCATION

Carroll College (B.A., 1977); Marquette University (J.D., 1980).

MEMBERSHIPS

American Bar Association: ABA General Practice Section: Budget Officer, Council Member 1993-1996; Member - Standing Committee on Gavel Awards; Member - Law Practice Management Section; Member - Litigation Section.

State Bar of Wisconsin: Member - Board of Governors (1999-2001). Member - Standing Committee on Ethics (1997-2003).

Waukesha County Bar Association: President 1995.

Waukesha D.A.R.E.: Board of Directors

Waukesha County Condemnation Commission: Commissioner, 1988 - present.

Court Commissioner: Waukesha County 1986 - present.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

REMZY D. BITAR

Admitted to bar, State of Wisconsin 2001, State of Missouri, 2002, Eastern and Western District of Wisconsin, Seventh Circuit Court of Appeals, U.S. Supreme Court

EDUCATION

Washington University School of Law (J.D.) 2001
Lawrence University (B.A.) 1997

MEMBERSHIPS

American Bar Association, the Milwaukee Bar Association, the Wisconsin Defense Counsel, the Defense Research Institute and the Milwaukee Metropolitan Association of Commerce. In addition to his legal work, Remzy has co-chaired the Milwaukee Bar Association's Civil Litigation Section and served as President of the Milwaukee Insurance Adjuster's Association. Remzy also recently completed his tenure in the American Inns of Court, an organization of trial lawyers devoted to improving the skills, professionalism, civility and ethics of the bench and bar in our community. A frequent lecturer on topics including municipal, civil rights and constitutional law along with litigation related matters, Remzy has been honored on several occasions to appear in the Wisconsin Super Lawyers as a "Rising Star" and "Super Lawyer" and in the Milwaukee Magazine as a "Best Lawyer," as well as earning honors through Wisconsin Law Journal's "Leaders in the Law" and through his contributions in achieving a Tier 1 rating from US News and World Report – Best Lawyers in the area of Municipal Litigation.

PAUL E. ALEXY

Admitted to the Wisconsin State Bar, 1987; U.S. District Court, Eastern District of Wisconsin, 1987; U.S. District Court, Western District of Wisconsin, 1987; and United States Court of Appeals for the Seventh Circuit.

EDUCATION

University of Wisconsin-Milwaukee (B.B.A., 1981, M.B.A., 1983) Marquette University Law School (J.D., 1987).

MEMBERSHIPS

Waukesha County Bar Association: Municipal Law Section.

State Bar of Wisconsin: Administrative and Local Government Law Section.

Judicial Intern, Honorable Dale E. Ihlenfeldt, United States Bankruptcy Court for the Eastern District of Wisconsin.

Associate Attorney, de la Mora & de la Mora, 1987 - 2005; Assistant Village Attorney, Elm Grove, Butler, Lac La Belle, Hartland. Municipal Law & Litigation Group (2006 – present). Adjunct Faculty, Waukesha County Technical College, Constitutional Law and Criminal Law (2009 -2010). Board Secretary, Board of Directors, Heritage Christian Schools, Inc. (2009 - present). Lecturer on municipal law topics sponsored by the League of Wisconsin Municipalities, the Wisconsin Bar Association, the Waukesha County Bar Association, Municipal Law Section, and Waukesha County Technical College.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

MATTEO REGINATO

Admitted to bar, State of Wisconsin, Eastern and Western District of Wisconsin, Seventh Circuit Court of Appeals

EDUCATION

Marquette University Law School, J.D., magna cum laude
University of Houston, B.A., cum laude

Matteo has written and lectured on several legal topics relating to municipalities, including: municipal liability; discretionary immunity; government meetings; the First Amendment; law enforcement's use of force; law enforcement's contact with suicidal and mentally ill individuals; search and seizure practices; jail/prison medical care and conditions of confinement; and emergency responders. Matteo has been recognized by Super Lawyers Magazine as a Wisconsin Rising Star in the area of civil rights.

LUKE A. MARTELL

Admitted to bar, State of Wisconsin 2016, Eastern and Western District of Wisconsin, Seventh Circuit Court of Appeals, State of Colorado

EDUCATION

University of Wisconsin Whitewater (BBA) – 2009
Northern Illinois University College of Law (JD) – 2013

Luke began his legal career as an intern with the City of Brookfield while in law school. When he graduated he moved to Denver, CO where he worked in the healthcare industry practicing contract law.

Luke has since joined MLLG and moved back to his home state of Wisconsin. His practice now focuses on Municipal and Civil Rights Litigation Defense in both state and federal court. He also represents several municipalities as a prosecutor. Luke enjoys working with local governments and getting to know municipalities all across the state. His experience includes ordinance, land use, zoning and condemnation issues, along with municipal liability, Fourth Amendment claims and civil rights.

SAMANTHA R. SCHMID

Admitted to bar: State of Wisconsin 2014, Eastern and Western District of Wisconsin, Northern District of Illinois, Seventh Circuit Court of Appeals

EDUCATION

Marquette University Law School, J.D., cum laude
University of Wisconsin-Madison, B.A.

Samantha has written and lectured on several legal topics relating to municipalities, including: municipal liability; law enforcement use of force, search and seizure practice, the Fourteenth Amendment and substantive due process, the First Amendment, and employment law. Samantha has been recognized by Super Lawyers as a Wisconsin Rising Star in the area of civil litigation.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

CHRISTOPHER R. SCHULTZ

Admitted to bar, State of Wisconsin 2009, Eastern and Western District of Wisconsin, Eastern and Western District Bankruptcy, Seventh Circuit Court of Appeals

EDUCATION

Marquette University School of Law (JD) – 2009
University of Wisconsin, Madison (BA) - 2003

Christopher began his legal career as an associate attorney at Michael F. Dubis, S.C., Waterford, WI where he was a municipal prosecutor and assistant town attorney for the Town of Waterford. He was responsible for all representation of Town of Waterford Sanitary District and Town of Lyons Sanitary District. He managed representation and litigation on behalf of bankruptcy trustee clients, represented debtors in Chapter 7 & 13 cases including preparation of schedules. He was responsible for managing litigation / legal affairs for Citizens Bank, a medium-sized community bank, including preparing and filing all bankruptcy and foreclosure pleadings / documents for Citizens as well as frequent appearances in Bankruptcy and Circuit Court.

Christopher joined Municipal Law & Litigation Group, S.C. as Lead Municipal Prosecutor in February 2019. Christopher handles municipal prosecutions for 19 of the firm's municipal clients; including initial appearances, pre-trials and trials in multiple municipal court venues, and appeals. Christopher works with court and municipal staff to manage files, gather evidence as needed and prosecute traffic and municipal ordinance violations.

STEVEN J. CENTINARIO, JR.

Admitted to bar: State of Wisconsin
Steven served as a Deputy District Attorney in the Waukesha County District Attorney's Office for more than 20 years. He joined MLLG part-time in 2017 to assist with municipal prosecution matters.

LUCAS C. LOGIC

Admitted to State of Wisconsin Bar May 2021
Admitted to Western District of Wisconsin
Admitted to Eastern District of Wisconsin

EDUCATION

Marquette University Law School, J.D.
University of Wisconsin, B.A. 2018

Lucas joined the firm in May 2021. In law school Lucas worked for the City Attorney for the City of Muskego, Wisconsin which sparked his interest in Municipal Law. This interest was furthered during his time as an intern for an electric utility company and he experienced municipal law from a different perspective. During his time in law school he served as the Comment Editor for the Marquette Intellectual Property Law Review and was also published in the 24th Edition of the Marquette Intellectual Property Law Review.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

MICHAEL J. MORSE

Admitted to bar, State of Wisconsin 1981; Eastern and Western Districts of Wisconsin, Seventh Circuit Court of Appeals, U.S. Supreme Court

EDUCATION

University of Wisconsin-Madison (1978) Marquette University Law School (J.D., 1981).

MEMBERSHIPS

Waukesha County Bar Association: Municipal Law Section.

State Bar of Wisconsin: Administrative and Local Government Law Section (Past Chair), Board of Governors (Past Member), State Bar Finance Committee (Past Chair).

Mr. Morse began his practice with a law firm in Milwaukee, representing municipal governments and school districts as general counsel or on a special counsel basis. From 1999-2020 he was the full-time appointed Village Attorney for the Village of Menomonee Falls. During part of that time he also served as the Asst. Village Manager. He is also the former Town Attorney for the Town of Grafton. He is a member of the Waukesha County Condemnation Commission.

JAMES P. WALSH

Admitted to the bar State of Wisconsin 1985, Eastern and Western District of Wisconsin, Seventh Circuit Court of Appeals, United States Supreme Court

EDUCATION

Gonzaga University School of Law (J.D.) 1985
Marquette University (B.A.) 1978

James served as a City Attorney for the City of Appleton in Outagamie County from 2000-2020 and Assistant City Attorney and Deputy City Attorney for the City of Appleton from 1989-2000. He served as Assistant District Attorney in Richland County, Wisconsin from 1985-1989. He joined MLLG part-time in 2021 to assist with municipal matters.

BENJAMIN T. CROCKETT

Admitted to State of Wisconsin Bar May 2022

EDUCATION

Marquette University Law School, J.D.
University of Wisconsin-Madison, B.S. 2019

Ben started as a full-time attorney in June 2022 after clerking for the firm since February 2021. While in Law School Ben received the National Sports Law Institute's Sports Law Certificate; and he was a Member for the Marquette Sports Law Review. Ben is a municipal associate and focuses his practice on legal topics relating to municipalities.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

GREGORY M. PROCOPIO

Admittance to State of Wisconsin Bar Expected May 2022

EDUCATION

Marquette University Law School, J.D.,
Lawrence University, B.A. 2019, *cum laude*

Gregory started as a full-time attorney in June 2022. While in Law School, Gregory received the highest grade and CALI award for Federal Criminal Procedure; he participated in the Jenkins Honors Moot Court Competition; he will participate in the William B. Spong National Moot Court Competition in spring 2022; and he served as a member of the Marquette University Law School Moot Court Executive Board. Gregory joined our team as a litigation associate and focuses his practice on legal topics relating to municipalities.

ADAM J. MEYERS

Admitted to Bar: State of Wisconsin, 2020.
Eastern and Western District of Wisconsin
Northern District of Illinois.

EDUCATION

University of Wisconsin-Madison, J.D. (Dean's List)
University of Wisconsin-Madison, B.A. (highest distinction)

During law school, Adam was involved with the Wisconsin Innocence Project in which he helped litigate a case to the 7th Circuit Court of Appeals and helped successfully overturn a homicide conviction in the Georgia Supreme Court. He also worked for the La Crosse County District Attorney's Office in which he had the opportunity to conduct jury trials involving felony drug convictions as a law student.

After practicing for several years in general litigation in Madison, Adam joined MLLG and practices in both state and federal court, representing Municipalities on issues ranging from land use to civil rights.

SAVANNA M. GAIN

Admitted to Bar: State of Wisconsin, 2024.
Eastern and Western District of Wisconsin

EDUCATION

Marquette University Law School, J.D.,
University of Wisconsin-Madison, B.A.

Savanna started as a full-time attorney in June 2024. In law school, Savanna worked for the Village Attorneys Office for the Village of Menomonee Falls, Wisconsin which sparked her interest in Municipal Law. While in Law School, Savanna received the highest grade and CALI award for Water Law; she competed in the Jeffrey G. Miller National Environmental Law Moot Court Competition; and she served as a member of the Marquette University Law School Moot Court Board. Savanna joined our team as a litigation associate and focuses her practice on legal topics relating to municipalities.

RESOLUTION NO. 25-0114

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$922,476 SEWER SYSTEM REVENUE BONDS, SERIES 2025,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "Municipality") owns and operates a Sewer System (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on November 14, 2017 (the "2017D Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017 (the "2017D Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on September 10, 2019 (the "2019C Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019 (the "2019C Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on June 9, 2020 (the "2020C Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020 (the "2020C Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on November 26, 2024 (the "2024 Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2024, dated December 11, 2024 (the "2024 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2017D Bonds, the 2019C Bonds, the 2020C Bonds and the 2024 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2017D Resolution, the 2019C Resolution, the 2020C Resolution and the 2024 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4138-08 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2023-0771 and dated January 24, 2024 and No. S-2023-0771A and dated October 3, 2024 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending,

adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewer system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$922,476 Sewer System Revenue Bonds, Series 2025, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Sewer System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewer charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Wausau, Marathon County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2017D Bonds, the 2019C Bonds, the 2020C Bonds and the 2024 Bonds, collectively;

(p) "Prior Resolutions" means the 2017D Resolution, the 2019C Resolution, the 2020C Resolution and the 2024 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire Sewer System of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Sewer System and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2017D Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017;

(u) "2017D Resolution" means a resolution adopted by the Governing Body on November 14, 2017 authorizing the issuance of the 2017D Bonds;

(v) "2019C Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019;

(w) "2019C Resolution" means a resolution adopted by the Governing Body on September 10, 2019 authorizing the issuance of the 2019C Bonds;

(x) "2020C Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020;

(y) "2020C Resolution" means a resolution adopted by the Governing Body on June 9, 2020 authorizing the issuance of the 2020C Bonds;

(z) "2024 Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2024, dated December 11, 2024; and

(aa) "2024 Resolution" means a resolution adopted by the Governing Body on November 26, 2024 authorizing the issuance of the 2024 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$922,476; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewer System Revenue Bonds, Series 2025" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.200% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter continued, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2017D Resolution are hereby further continued and shall be used solely for the following respective purposes:

- (a) Sewer System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (b) Sewer System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account provided by the 2017D Resolution and 2019C Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the 2020C Bonds, the 2024 Bonds or the Bonds, and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the 2020C Bonds, the 2024 Bonds or the Bonds.
- (c) Sewer System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (d) Sewer System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including

the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created or continued in this section.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by the 2017D Resolution and the 2019C Resolution or a future resolution authorizing the issuance of additional Parity Bonds to fund the Reserve Account;
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same

accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with the 2017D Bonds, the 2019C Bonds and any future bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created or continued (except the Sewer System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewer services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$922,476 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewer System CWFP Project Fund." The Sewer System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewer System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: January 28, 2025

Approved: January 28, 2025

Doug Diny
Mayor

Attest:

Kaitlyn A. Bernarde
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MARATHON COUNTY
CITY OF WAUSAU

REGISTERED
\$ _____

SEWER SYSTEM REVENUE BOND, SERIES 2025

Final
Maturity Date

May 1, 2044

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.200% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 200/1000ths percent (2.200%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewer System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted January 28, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$922,476 Sewer System Revenue Bonds, Series 2025, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewer System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017, Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019, Sewer System Revenue Bonds, Series 2020C, dated June 24, 2020 and Sewer System Revenue Bonds, Series 2024, dated December 11, 2024, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU,
WISCONSIN

(SEAL)

By: _____
Doug Diny
Mayor

By: _____
Kaitlyn A. Bernarde
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$922,476

CITY OF WAUSAU, WISCONSIN
SEWER SYSTEM REVENUE BONDS, SERIES 2025

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2026	\$39,633.54
May 1, 2027	40,505.47
May 1, 2028	41,396.59
May 1, 2029	42,307.32
May 1, 2030	43,238.08
May 1, 2031	44,189.32
May 1, 2032	45,161.48
May 1, 2033	46,155.04
May 1, 2034	47,170.45
May 1, 2035	48,208.20
May 1, 2036	49,268.78
May 1, 2037	50,352.69
May 1, 2038	51,460.45
May 1, 2039	52,592.58
May 1, 2040	53,749.61
May 1, 2041	54,932.11
May 1, 2042	56,140.61
May 1, 2043	57,375.71
May 1, 2044	58,637.97



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January 21, 2025

VIA EMAIL AND UPS

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Bond Resolution - \$922,476 City of Wausau Sewer System Revenue Bonds,
Series 2025 (Clean Water Fund Loan) (the "Revenue Bonds")

Dear Maryanne:

Enclosed for consideration at the January 28, 2025 Common Council meeting is a copy of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Clean Water Fund Program. A copy of the draft Financial Assistance Agreement provided by DNR should be distributed to the Common Council along with the Resolution.

If you have not already done so, please include the title of this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

Ms. Maryanne A. Groat
January 21, 2025
Page 2

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

We are also enclosing a **Municipal Information Questionnaire** and **Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return them to us.

Please return one executed copy of the Resolution, the Excerpts of Minutes, the Certificate of Compliance with Open Meeting Law and the Questionnaires to us by an overnight delivery service so that we receive them no later than **Monday, February 3**. A copy of the Resolution should be incorporated into the minutes of the January 28, 2025 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Revenue Bonds which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5790.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating TAB

Bridgette J. Keating

BJK:JPL:TAB
Enclosures
#940025.00120

cc: Kaitlyn A. Bernarde (w/enc. via email)
Kody Hart (w/enc. via email)
Season Welle (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Eric Lindman (w/enc. via email)
Ben Brooks (w/enc. via email)
Thomas Niksich (w/enc. via email)
Joe Kafczynski (w/enc. via email)
Phil Cosson (w/enc. via email)
Brian Roemer (w/enc. via email)

Aaron Heintz (w/enc. via email)
Katherine C. Miller (w/enc. via email)
Jessica Fandrich (w/enc. via email)
Rachel Liegel (w/enc. via email)
Andrea Ceron (w/enc. via email)
Amy Johnson (w/enc. via email)
Michelle Brietzman (w/enc. via email)
Jacob P. Lichter (w/enc. via email)
Tracy Berrones (w/enc. via email)



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Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

January 21, 2025

VIA EMAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Scope of Engagement Re: Proposed Issuance of \$922,476 City of Wausau (the "City")
Sewer System Revenue Bonds, Series 2025 (Clean Water Fund Loan)

Dear Maryanne:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation

contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$12,300, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Ms. Maryanne A. Groat
January 21, 2025
Page 4

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Maryanne A. Groat
January 21, 2025
Page 5

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating / TAB

Bridgette J. Keating

BJK:JPL:TAB
#940025.00120

cc: Kaitlyn A. Bernarde (via email)
Kody Hart (via email)
Season Welle (via email)
Anne Jacobson, Esq. (via email)
Eric Lindman (via email)
Ben Brooks (via email)
Thomas Niksich (via email)
Joe Kafczynski (via email)
Jacob P. Lichter (via email)
Tracy Berrones (via email)

Accepted and Approved:

CITY OF WAUSAU

By: _____

Its: _____

Title

Date: _____

MUNICIPAL INFORMATION QUESTIONNAIRE

Prepared and Submitted By:

Maryanne A. Groat

Finance Director/Treasurer

1. Official Name of Government Unit: City of Wausau
2. County: Marathon County
3. Employer I. D. #: 39-6005648
4. Address: 407 Grant Street, Wausau, WI 54403
Phone Number: 715-261-6500 Fax Number: 715-261-6626
5. Contact Person: Maryanne A. Groat, Finance Director/Treasurer 715-261-6645
6. Date/Time/Place of Regular Meetings: Second and fourth Tuesday, 6:30 p.m. in City Council Chambers
7. Does Municipality have an official or corporate seal? ☒ YES ☐ NO
8. Name of Official Newspaper, if any: Wausau Daily Herald
☐ WEEKLY ☒ DAILY What day: N/A
9. Class and form of government (i.e., mayor/ council plan, etc). Mayor/council plan
Second Class
10. Administrators and Officers: *(Please complete with official names (including middle initials) as used to sign legal documents.)*

<u>Name</u>	<u>Elected or Appointed?</u>	<u>Date Term of Office Expires</u>
<u>Doug Diny</u> Mayor	<u>Elected</u>	<u>04/2026</u>
<u>Kaitlyn A. Bernarde</u> City Clerk <u>kaitlyn.bernarde@ci.wausau.wi.us</u>	<u>N/A</u>	<u>N/A</u>
<u>Kody Hart</u> Deputy City Clerk <u>Kody.Hart2@ci.wausau.wi.us</u>	<u>N/A</u>	<u>N/A</u>
<u>Maryanne A. Groat</u> Finance Director/Treasurer <u>maryanne.groat@ci.wausau.wi.us</u>	<u>N/A</u>	<u>N/A</u>
<u>Season Welle</u> Assistant Finance Director <u>Season.Welle@ci.wausau.wi.us</u>	<u>N/A</u>	<u>N/A</u>

Anne Jacobson
City Attorney
407 Grant Street
Wausau WI 54403

Phone Number: 715-261-6590 Fax Number: 715-261-6808
anne.jacobson@ci.wausau.wi.us

11. Number of Common Council members? 11 (*Please attach current list*)
12. Are there any special resolutions or ordinances in effect (other than Wisconsin's Open Meeting law) regarding meeting notices, quorum requirements, etc.? ☐ YES ☐ NO
If yes, please provide detail. _____
13. Are there any proceedings now pending with respect to a change in the form of government or the detachment of territory? ☐ YES ☐ NO
If yes, please provide detail. _____
14. Has the governing body or electors adopted any charter ordinances under electors adopted any charter ordinances under Section 66.0101, Wis. Stats. or direct legislation under Section 9.20, Wis. Stats. restricting borrowing by the City or are any proceedings for such purposes now pending? ☐ YES ☐ NO
If yes, please provide detail. _____
15. Is there any litigation pending or threatened with respect to the corporate existence, organization, or boundaries of the government unit or the right of title of any officer of the government unit to his or her respective office? ☐ YES ☐ NO
If yes, please provide detail. _____
16. Are there any resolutions in effect which require any officers other than the mayor and clerk, to execute bonds or notes or other documents evidencing indebtedness? ☐ YES ☐ NO
If yes, please provide detail. _____

17. Other than the attached, are there any other facts or circumstances which could have an impact on the issuance of the bonds or notes in question (e.g., debt policy or litigation other than as set forth above, annexations, etc)?

☐ YES ☐ NO

If yes, please discuss. _____

Prepared and submitted by:

Maryanne A. Groat
Finance Director/Treasurer

Signed on: _____

CITY OF WAUSAU, WISCONSIN DEBT MANAGEMENT POLICIES ON TAX EXEMPT DEBT

The City of Wausau recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy provides the financial management tools to guide the Council with the City's overall debt financing structure.

Primary objectives of the policy are to:

- Establish the appropriate use of debt.
- Find alternative methods to pay debt service costs other than property tax.
- Minimize the City's debt service and issuance costs.
- Retain the highest practical credit rating.
- Provide complete financial reporting and disclosure.
- Maintain level and affordable annual debt service payments.

The City Council has adopted this policy, by resolution, to provide general guidelines for the debt management structure of the City. Situations and conditions may occur requiring a variation from the policy. These variations must be clearly communicated to the Council and citizens prior to deliberation on such debt policy changes.

POLICIES

CAPITAL PLANNING

The City's long term capital and financing plan will be documented in a multi-year Capital Improvement Plan. The plan will be submitted to the Common Council for consideration and adoption as part of the annual budget process. Individual departments will prepare an annual multi-year plan, and assist in the coordination of the overall city-wide plan. The capital plan will represent a one year, capital improvement budget and a five-year, long term capital plan. The capital plan will contain a comprehensive description of the sources and uses of funds, and a forecast of future debt issuance. The plan will examine the long range implications of future debt issues on debt outstanding, annual principal and interest requirements, and the general property tax levy required for debt service payments.

USES OF DEBT AND OTHER FORMS OF BORROWING

The City may use long term financing for the acquisition, maintenance, replacement, or expansion of capital assets and infrastructure. The City will not issue long term debt to fund current operations. Financing options allowed under State of Wisconsin Statutes, including but not limited to: general obligation bonds and notes, State Trust Fund Loans, utility mortgage revenue bonds, capital or secured equipment leases, tax increment bonds, special obligation bonds and bond anticipation notes may be considered.

LENGTH OF DEBT AND TIMING OF BOND ISSUES

Debt will be structured to provide for the shortest repayment period, while minimizing large fluctuations in property tax or other revenue requirements for debt retirement. The amortization period will be based upon a fair allocation of costs to current and future beneficiaries of the capital and infrastructure assets, and to revenue streams used to finance the annual debt service payments. Generally, the City issues promissory notes with a ten (10) year amortization for general capital improvement projects. Tax increment financing projects, and significant facility projects may warrant a longer term debt schedule, but in most cases no to exceed a twenty year repayment schedule. Call features may be included if appropriate and financially feasible. Under no situations will the financing term exceed the useful life or average useful lives of the assets to be financed. To help protect the City's bond rating, bond sales will be scheduled in an orderly schedule to assure the markets of the stability of the City's financial decisions.

CAPITALIZED INTEREST

The City will generally not capitalize interest on its general fixed assets and infrastructure assets. Capitalized interest will be considered an increased cost of the project for proprietary fund assets for which borrowing is used as a financing mechanism.

DEBT CAPACITIES

Utilizing the City's debt capacity will be used only after other financing options have been exhausted. Such debt issuance must comply with all other requirements of the debt policy. The increased use of debt shall not negatively impact the City's credit rating.

DEBT GUARANTEES AND ENHANCEMENTS

The City may consider, on an individual basis, the use of bond insurance or other debt enhancements when it proves cost effective or otherwise desirable. Such guarantees could consider the commitment of assets, and other resources to secure the City's financial position. Fiscal analysis must indicate areas of risk and show that revenues are sufficient to cover annual debt requirements. Selection of credit enhancements will be recommended by the financial advisor and finance director.

CONDUIT FINANCING

Conduit financing is debt issued by the City of Wausau to finance a project of a non-city third party. The City may sponsor conduit financing for those activities (economic and industrial development, housing, health facilities, etc.) that have a general public purpose and are consistent with the City's overall goals. Unless a compelling public policy rationale exists, such conduit financing will not in any way pledge the City's faith and credit. Information regarding the financial feasibility of the project and financial capacity of the company may be reviewed by the City prior to the approval of such financing.

CREDIT RATING

The City of Wausau seeks to maintain the highest possible credit rating for all categories of debt that can be achieved without compromising the City's operational objectives. The City recognizes that its credit rating can be impacted by conditions of the economy which are out of its control.

FINANCIAL DISCLOSURE

Every financial report and bond prospectus will follow the City's commitment to complete and full disclosure in conformance with industry requirements. The City's intent is to provide necessary information to constituents, council members, investors, departments, financial institutions, rating agencies, grantors, governmental agencies, and other interested parties. This includes, but is not limited to, meeting the Securities and Exchange Commission Rule 15c2-12 secondary disclosure requirements.

DEBT LIMITS

The City will maintain outstanding debt in an amount not exceeding one-half of the City's aggregate statutory borrowing limit prescribed by State Statute 67.03(1)(a), in order to maintain a borrowing appropriate with our credit rating objectives, and the City's desire to preserve its financial flexibility by maintaining an adequate unused margin to be available for extreme emergencies.

PAY AS YOU GO FINANCING

The City will strive to provide pay as you go financing at levels appropriate to the current years capital improvement budget. Using combinations of current year's property tax levy and previously unspent funds, the City will also commit an annual contribution of general property tax dollars equal to or greater than the previous years commitment.

INDEPENDENCE, METHOD AND AWARD OF SALE

The City will select a method of sale that is most appropriate in light of the City's financial position, the market environment, project specific needs, and other related conditions. Unless specific situations exist, the City will issue its debt obligations through a competitive sale. Award of the sale will be based on the True Interest Cost Method (TIC). Under certain situations, it may be appropriate to seek financing through other methods such as negotiated sale, or private placement. All such alternative methods of sale will receive prior approval from the Finance Committee and Common Council. The financial advisor shall maintain complete independence from the underwriting process.

REFUNDING PRACTICES

Periodic reviews of all outstanding debt will be performed to determine refunding opportunities. Refunding will be considered when there is a net economic benefit, (as measured in "present value"), of the refunding, to improve restrictive debt covenants, or to improve debt structure.

ARBITRAGE

The City's bond counsel will prepare a nonarbitrage certificate with each tax-exempt issue. It is the responsibility of the Finance Department to assure compliance with the most current arbitrage regulations. The City will segregate bond fund investments or, at a minimum, maintain monthly allocations of commingled bond investments. The City will plan projects carefully in advance to determine the applicability of the rebate exceptions and if necessary, will have rebate calculations performed annually during the construction period, and no less often than on a five year basis thereafter, until the bonds mature.