



OFFICIAL NOTICE AND AGENDA - AMENDED

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, March 8, 2022 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

*ADDENDUM items

Call to Order				
Pledge of Allegiance / Roll Call / Proclamations				
Presentations:				
• 2021 Hmong Wausau Festival (Yee Leng Xiong)				
• Wausau River District (Blake Opal-Wahoske)				
Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.				
File #	CMT	Consent Agenda		ACT
22-0201	COUN	Minutes of previous meetings (2/22/22)		Place on file
12-0219	HR & FIN	Joint Resolution Approving Amendment of Employee Handbook 4.07 – Protected Service Employees.		Approved 5-0 Approved 5-0
22-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated		Approved 5-0
12-1014	PH&S	Ordinance Amending Section 8.08.160 Rabies control		Approved 5-0
File #	CMT	Resolutions and Ordinances		ACT
22-0303		Mayor's Appointments		
22-0304	CISM & PLAN	Joint Resolution Approving Alexander Davis Preliminary Plat		Approved 3-2 Approved 6-0
22-0105	ED	Resolution Approving termination of recorded Deed Restrictions and recording revised Deed Restriction for 715, 717, 719, 721 and 723 S. 72nd Avenue		Approved 4-0
12-0705	FIN	Resolution Rescinding prior resolution #12-0705, Joint Resolution of the Economic Development and Finance Committees approving the sale of land to be surveyed in the Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and reverse Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000, adopted September 24, 2019		Approved 5-0
22-0305	WWW	Resolution Approving terms of Settlement Agreement between WDNR and the City of Wausau, providing for dismissal of both Contested Case and Petition for Judicial Review (Marathon County Case No. 19CV32)		Approved 5-0
		Suspend Rule 6(B) Filing and 12(A) Referrral of Resolutions (2/3 vote required		
21-1109	FIN	Resolution Approving the 2022 budget modification to fund bottled water		Pending
22-0306	WWW & FIN	Joint Resolution Approving PFAS Treatment Investigation and Pilot Testing Scope of Services for the Drinking Water Treatment Facility		Approved 5-0 Approved 5-0
Public Comment & Suggestions				

CLOSED SESSION pursuant to Wis. Stats. 19.85(1)(e) and (g) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session and conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding Planning Option Agreement between District at Riverlife, LLC and City of Wausau

RECONVENE INTO OPEN SESSION to take action, if any, upon closed session item

Adjournment

Signed by Katie Rosenberg, Mayor

This meeting is being held in person and via teleconference. The lines of those public members monitoring the meeting will be muted during the meeting. Members of the media and the public may attend in person or by calling 1-408-418-9388. The Access Code is: 2497 163 9903 Password: Wausau1 Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau’s YouTube Channel http://www.tinyurl.com/WAAMedia, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at https://tinyurl.com/WausauCityCouncil. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@ci.wausau.wi.us with “Common Council public comment” in the subject line prior to the meeting start.
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This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 3/07/22 @ 3:30 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) 261-6590 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.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, February 22, 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

2/22/2022

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Peckham, Patrick	YES (<i>by WebEx</i>)
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES

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

- 1) Doug Diny, 708 Fulton St, stated tomorrow there is a meeting of the Mayor's Task Force on Affordable Housing and he wanted to raise awareness on this issue.

Consent Agenda

2/22/2022

Motion by Herbst, second by Neal to adopt all the items on the Consent Agenda as follows:

22-0201 Minutes of previous meetings (02/08/22)

22-0206 Initial Resolution of the Capital Improvements & Street Maintenance Committee Setting a public hearing regarding vacating and discontinuing excess public right-of-way located on the east side of 17th Avenue, abutting the west property line of 1607 Chellis Street, the south property line of 1427 Lake Street, and a portion of the south property line of 1425 Lake Street

09-0607 Resolution of the Finance Committee Approving acquisition of Lincoln Neighborhood Tot Lot at 822 S. 5th Avenue from Community Development Authority.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0203

2/22/2022

Motion by Watson, second by Martens to confirm the Mayor's Appointments.

Rebecca Bearjar - *BID Board*; Quinton Bournes - *Citizens Advisory Committee-CDBG*; La'Tanya Campbell - *Liberation and Freedom Committee*; Scott Charette & Paul Zouski - *Sustainability, Energy, and Environment Commission*

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109

2/22/2022

Motion by Rasmussen, second by Neal to adopt the Resolution of the Finance Committee Approving Modification of the 2022 Budget – carryover of the 2021 budget surplus to fund carpet replacement at the Police Department.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109

2/22/2022

Motion by Herbst, second by Watson to adopt the Resolution of the Finance Committee Approving Modification of the 2022 Budget – carryover of the 2021 budget surplus to fund 150th Celebration.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NO

20-0711

2/22/2022

Motion by Rasmussen, second by Peckham to adopt the Resolution of the Finance Committee Approving Notice of Exercise of Repurchase Option with 26 & 7 Investments, LLC regarding the property at 8104 Enterprise Drive and related budget modification.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0208

2/22/2022

Motion by Larson, second by Herbst to adopt the Resolution of the Human Resources Department Approving Workers Compensation Settlement Authority to Human Resources Director and City Attorney's office.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

2/22/2022

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

Yes Votes: 11 No Votes: 0 Result: PASS

22-0105 Amendment

2/22/2022

Motion by Rasmussen, second by Herbst to Amend the Resolution of the Common Council Approving T Wall and assigned subcontractors to perform soil sampling at Riverlife Lots 6, 7, & 8 – to clarify the name T Wall to Main Street Wausau, LLC.

Attorney Anne Jacobson stated where "T Wall" appears on the resolution needs to be replaced with "Main Street Wausau, LLC" because that is the party with whom we contracted. She noted it appears in the title of the resolution as well as in the first Whereas and the third Whereas.

Lisa Rasmussen clarified Main Street Wausau LLC is an entity separate from the widely known Main Street entity that operates downtown. Jacobson confirmed this and noted this LLC is associated Terrance Wall.

Deb Ryan questioned if the resolution can be made more specific so as not to confuse it with the Main Street not-for-profit. Jacobson suggested adding T. Wall, registered agent in parenthesis after Main Street Wausau, LLC.

Lou Larson questioned if making this change would put the resolution in violation of the Open Meetings Law. Jacobson explained it would not be because they were making an open amendment on the Council floor.

Vote on Amendment:

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES

10	Larson, Lou	NO
11	Ryan, Debra	YES

22-0105

2/22/2022

Motion by Neal, second by Rasmussen to adopt the Resolution of the Common Council Approving ~~T. Wall~~ *Wall Main Street Wausau, LLC* and assigned subcontractors to perform soil sampling at Riverlife Lots 6, 7, & 8, *as amended* on Council floor.

Tom Kilian questioned if the insurance related to the consultants had expired and/or if it had replaced by another policy. Jacobson responded she had the insurance certificates which were reviewed by her office and have a number of things that will need to be corrected. She indicated she notified Liz Brodek by email, who will contact them about what the city needs to have corrected. Jacobson noted her advice was to make sure it was corrected before anyone is allowed on the site.

Pat Peckham stated the agreement seemed to indicate the period of due diligence being given the contractor expires on March 1st and questioned if they will be able to get in there and do anything by March 1st. Liz Brodek stated they will be able to and that they were planning on testing beginning February 23rd if approved. She noted she emailed T. Wall regarding the new Certificates of Insurance that are needed before they are allowed on the property. She anticipated receiving those either tomorrow or Thursday.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	YES

20-0711

2/22/2022

Motion by Larson, second by Rasmussen to adopt the Resolution of the Finance Committee Approving Modification of the 2022 Budget - Hazardous Materials Team response tractor-trailer.

Rasmussen noted the Fire Department has funding for the vehicle out of funds they've accumulated from the HazMat effort.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0207

2/22/2022

Motion by Wadinski, second by Larson to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Approving Creation of a Temporary Part Time Deputy Assessor position.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions

None

Adjourn

2/22/2022

Motion by Watson, second by Wadinski to adjourn the meeting. Motion carried. Meeting adjourned at 6:50 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

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

Approving Amendment of Employee Handbook 4.07 – Protected Service Employees.

Committee Action: HR: Approved 5-0
Fin: Approved 5-0

Fiscal Impact:

File Number: 12-0219

Date Introduced: March 8, 2022

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 Employee Handbook 4.07 – Protected Service Employee Repayment Commitment requires newly hired Police Officers and Firefighters who choose to leave employment within three (3) years of the initial appointment date are responsible for repaying the City the costs of pre-employment processing to include medical and drug testing and psychological examination, along with Department issued uniform and protective equipment; and

WHEREAS, the costs above will be prorated at 100% from 0 to 1 year, 75% from 1 to 2 years, and 50% from 2 to 3 years; and

WHEREAS, the Police Department has requested that repayment be limited to Police Officers who do not accept employment as a sworn law enforcement officer within 12 months of voluntarily separating from employment with the City of Wausau Police Department; and

WHEREAS, your Human Resources Committee and Finance Committee reviewed and recommended approval of the requested modification of Employee Handbook 4.07; and

BE IT RESOLVED, the Common Council of the City of Wausau does hereby amend Employee

Handbook 4.07 – Protected Service Employee Repayment Commitment January 1, 2022, that Police Officers are subject to this repayment obligation if the employee leaves employment and accepts a sworn law enforcement position with another law enforcement agency within 12 months of terminating employment with the City of Wausau. The Police department will be responsible for reporting repayment obligations to the Human Resources department.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: February 14, 2022 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Amending Employee Handbook 4.07 – Protected Service Employees Repayment Commitment.

Vanderboom explained that the Police Chief has made a request to change the current repayment policy for Police Officers who leave employment voluntarily within three years of hire. The request is to amend the language so that only new hires who leave employment for another law enforcement agency would be obligated to repay the City. Vanderboom said that she has concerns about how knowledge of someone's employment with another agency will be reported except through self-reporting; the Police Chief responded to Vanderboom's concern in his memo included in the packet.

Herbst asked for clarification on the two options proposed in the Police Chief's memo and said that she is in favor of recouping as much money as the City can in these situations. Vanderboom said that any amendment to the current language would result in the City recouping less repayment money. Currently the only stipulation for collecting repayment is voluntarily leaving employment with the City.

Wadinski asked if the Police Chief would be willing to elaborate on his thoughts for this. Bliven said that Wausau is one of the few departments that will pay for new hires to go through the Law Enforcement Academy (which is reimbursed by the State) and pay a candidate wages, so the intent of the policy was to discourage the department to be used for training and then leave for another department. Bliven said that two officers have left for other agencies after being employed with the City of over 3 years, so they were not responsible for repayment. One officer left in training after deciding the field was not a fit, and will be responsible for repayment. Bliven would like to remove the financial burden of repayment for someone who decides that they do not want to be a Police Officer and may stay on for 3 years and then leave to avoid repayment. Bliven indicated that other agencies who wish to hire former employees will contact the department as part of the background investigation, and therefore they would be aware of if someone is wishing to be hired with another agency. Bliven said Wisconsin also has a reporting system that can be checked.

Wadinski said that he would be fine with the recommendation but would like the committee to be able to review each case to make sure the decision is right for each one. McElhaney questioned Wadinski's recommendation. Wadinski said that Bliven could provide the committee with the information about the departing employee and the committee could review and approve them. McElhaney took issue with the employee's information becoming more public. Vanderboom said that if each case needed review and approval, it would go to HR Committee, Finance Committee, and Council. Vanderboom said that best practice would be to set up parameters to use to fairly apply to all employees. McElhaney asked Bliven how often this situation happens. Bliven said that some years it may be one or two people, other years it may be none. Bliven said that the department has an \$11 million budget and the cost recuperated is very small in proportion. Vanderboom said that part of the recuperated money returns to her budget and is more significant in proportion. Larson asked if it is difficult to get the money back from someone who leaves. Bliven said that HR handles the communication. Vanderboom said that they have had one person

sent to collections out of probably eight that have been asked to repay. Martens agreed Bliven that someone who doesn't want to be a Police Officer shouldn't stay because of the repayment obligation and if the department can determine if someone has gone to another agency, it shouldn't be hard to handle repayment.

Motion by Martens to amend the Employee Handbook Section 4.07 with option 1 provided by Chief Bliven in his memo to the Committee. Second by Wadinski. Larson questioned staff recommendation and asked what Bliven would recommend. Bliven said he supports option 1. All ayes. Motion passed 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, February 22, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Deb Ryan, and Dawn Herbst

Others Present: Maryanne Groat, Toni Vanderboom, Bob Barteck, Ben Bliven, Liz Brodek, Randy Fifrick, Anne Jacobson, Katie Rosenberg, Kraig Kruzan, Quinn Ambrosius, Rick Rubow, Scott Boers, Eric Lindman, Jamie Polley, Mary Goede, Kaitlyn Bernarde

Discussion and possible action Amending Employee Handbook 4.07 – Protected Service Employees

Rasmussen stated this was approved and forwarded by the Human Resources Committee regarding reimbursement for training when an employee leaves.

Motion by Herbst, second by Martens to approve the amendment to the Handbook. Motion carried 5-0.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 22-0108

Date Introduced: March 8, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its February 21, 2022, meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, February 21, 2022, at 5:15 pm, (Council Chambers)

Members Present in Person: Lisa Rasmussen (C), Jim Wadinski, Dawn Herbst, and Becky McElhaney

Members Present by WebEx: Pat Peckham

Others Present: Tara Alfonso, Ben Bliven, Robert Barteck, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg,

Consider approval or denial of various license applications.

Lisa Rasmussen noted there were not any denial recommendations this month and there were a couple of special event applications.

Motion by Peckham, second by Wadinski to approve the licenses as recommended. Motion carried 5-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

February 21, 2022 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. No denial recommendations this month.
2. Tavern Entertainment License application from Wine PLS, LLC, dba Lil Ole Winemaker Shoppe, 602 Jefferson St, for live bands. *Approved by Bill Hebert for Indoor Commercial Entertainment only.
3. Change of Agent for Jefferson Street Inn Rental Pool, LLC.
4. Class II Special Events – Never Forgotten Honor Flight 5K Run/Walk (Bull Falls Brewery) on April 23, 2022. “Chase ‘N Chocolate” Run/Walk Benefitting the Women’s Community on May 7, 2022

Note: Links to the Special Events applications will be emailed to the committee.

STAFF RECOMMENDATION

Approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk

Date of Report: February 18, 2022

(715) 261-6621



PHS Date 02/21/2022

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
164733	9027 - Class II	GRAHAM JENNINGS, JANE	3200 HILLTOP AVE WAUSAU WI 54401	"CHASE'N CHOCOLATE" RUN/WALK on SATURDAY, MAY 7, 2022 Organized by THE WOMEN'S COMMUNITY					Yes	
164541	9027 - Class II	ZAMZOW, MIKE	901 E THOMAS ST WAUSAU WI 54403	NEVER FORGOTTEN HONOR FLIGHT 5K RUN/WALK on 04/23/2022 Organized by BULL FALLS BREWERY					Yes	
164553	9076 - Tavern Entertainment	,	218600 HOLTMAN RD STRATFORD WI 54484		LIL OLE WINEMAKER SHOPPE	01/17/2022	06/30/2022		Yes	

Total Licenses

2

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE

Amending Section 8.08.160 Rabies control.

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 12-1014

Date Introduced: March 8, 2022

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

Add ()

Delete ()

Section 1. That Section 8.08.160 Rabies control is hereby amended to read as follows:

8.08.160 Rabies control.

....

(b) *Rabies vaccination required.* Every dog and cat shall be vaccinated by a veterinarian or, if a veterinarian is physically present at the location the vaccine is administered, by a veterinary technician within 30 days after they have reached three months of age, and shall be revaccinated within one year after the initial vaccination ...

(c) *Duties of veterinarian—Certificate and tag.* At the time of vaccination, each veterinarian the person who administers the vaccine under par. (b) will complete a certificate indicating the following ...

(d) *Quarantine or sacrifice of pet or animal suspected of biting a person or being infected or exposed to rabies.*

(1) Except as provided in subpar. (5) below, a law enforcement officer or the city humane officer shall order a dog or cat quarantined if such officer has reason to believe which is currently immunized against rabies as evidenced by a valid certificate of rabies vaccination suspected of being in contact with a rabid animal or infected with rabies or accused of biting a person shall be quarantined for ten days on the owner's property. The animal shall be examined by a veterinarian within 24 hours of the reported bite/exposure and on the last day of isolation and on one intervening day. An unvaccinated dog or cat shall be impounded at the Marathon County Humane Society for a period of ten days, if the owner can be located. If no owner is located, the dog or cat shall be humanely destroyed in a manner which avoids damage to the animal's head by a veterinarian or the Marathon

~~County Humane Society and shipped to the Wisconsin State Laboratory of Hygiene for rabies testing in accordance with Wis. Stats. §95.21(6).~~ that the animal bit a person, is infected with rabies, or has been in contact with a rabid animal.

(A) If a dog or cat is ordered to be quarantined because there is reason to believe it has bitten a person and it is currently immunized against rabies as evidenced by a valid certificate of rabies vaccination, the officer may order the quarantine to occur for at least ten days on the owner's property. All other dogs or cats will be quarantined at an isolation facility as soon as possible but not later than 24 hours after the quarantine order of the officer. The facility or owner shall keep the animal under strict isolation.

(B) If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal and the dog or cat is not currently immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 180 days. If the dog or cat is immunized the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 60 days.

(C) If a quarantine cannot be imposed because the dog or cat cannot be captured, the officer may kill the animal. The officer may kill a dog or cat only as a last resort or if the owner agrees. The officer shall attempt to kill the animal in a humane manner and in a manner which avoids damage to the animal's head which will then be shipped to the Wisconsin State Laboratory of Hygiene for rabies testing in accordance with Wis. Stats. § 95.21(6).

(2) An officer may order killed or may kill an ~~Any~~ animal, domestic or wild, other than a dog or cat, ~~if the officer has reason to believe that is suspected of having rabies and is believed to have that the animal bitten~~ bit a person; ~~shall be~~ or is infected with rabies. The officer shall attempt to kill or have the animal humanely destroyed in a manner which avoids damage to the animal's head and shipped to the Wisconsin State Laboratory of Hygiene for rabies testing in accordance with Wis. Stats. §95.21(6).

(3) Veterinary examination during quarantine: all dogs and cats, vaccinated or unvaccinated, and under quarantine for biting a person shall be examined by a veterinarian within 24 hours. Confinement shall be at least 10 days with a re-examination on the tenth day and on one intervening day for vaccinated ~~pets~~ cats and dogs. If the observation period is not extended and if the veterinarian certifies that the ~~pet~~ dog or cat has manifested no signs of rabies, and the dog or cat is vaccinated, the quarantine shall ~~may~~ end at the end of the ten-day observation period. ~~If rabies is suspected upon re-examination the pet shall be humanely destroyed in a manner which avoids damage to the animal's head by the veterinarian or the Marathon County Humane Society and shipped to the Wisconsin State Laboratory of Hygiene for rabies testing in accordance with Wis. Stats. §95.21(6). The veterinarian shall notify any person or their physician which the animal is suspected of biting that the animal is suspected of having rabies. If a veterinarian determines that a dog or cat exhibits symptoms of rabies during the original or extended observation period, the veterinarian shall notify the owner and the officer who ordered the animal quarantined and the officer or~~

veterinarian shall kill the animal in a humane manner and in a manner which avoids damage to the animal's head. If the dog or cat is suspected to have bitten a person, the veterinarian shall notify the person or the person's physician.

(4) ...

(5) Exception for law enforcement dogs. The quarantine requirement in this paragraph does not apply to a dog that is used by a law enforcement agency and that bites a person while the dog is performing law enforcement functions if the dog is immunized against rabies as evidenced by a valid certificate of rabies vaccination or other evidence. The law enforcement agency shall make the dog available for examination at any reasonable time. The law enforcement agency shall notify the local health department if the dog exhibits any abnormal behavior.

(e) *Revaccination of Animals* **dogs and cats exposed to a** ~~bitten or scratched by a known or suspected rabid animal:~~

(1) *Unvaccinated animals* **dogs and cats:**

~~(A) Should be destroyed immediately;~~

~~If the owner is unwilling to destroy his dog or cat, the pet must be kept in isolation in an escape-proof enclosure, under veterinary supervision for 180 days. The owner shall have the dog or cat be vaccinated 155 to 165 days after exposure. with veterinary approval.~~

(2) *Vaccinated pets* **dogs and cats:** ~~should~~ shall be revaccinated as soon as possible after exposure. ~~and leashed or confined for 60 days.~~

(f) *Impoundment of pets* **dogs or cats** *without a valid rabies vaccination tag.*

(1) Any **dog or cat** ~~pet~~ found off the owner's premises and not wearing a valid rabies vaccination tag ~~shall~~ **may** be impounded. **The impounding facility will provide** ~~All impounded pets dogs and cats shall be given proper care and maintenance. The costs of care and maintenance, including any veterinary care shall be paid by the owner of the dog or cat.~~

(2) Notice that a dog or cat has been impounded will be provided as set forth in Wis. Stat. §173.13(3). An impounded dog or cat will be returned to its owner upon compliance with the provisions of Wis. Stat. §173.23. ~~Notice of impoundment of all animals, including any significant marks of identification, shall be posted at the pound as public notification of impoundment. Any unvaccinated pet may be reclaimed by its owners during the period of impoundment by payment of prescribed pound fees and complying with rabies vaccination requirements of this chapter within 72 hours of release. Any vaccinated pet impounded because of lack of rabies vaccination tag may be reclaimed by its owner by furnishing proof of rabies vaccination and payment of all impoundment fees prior to release.~~

...

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, February 21, 2022, at 5:15 pm, (Council Chambers)

Members Present in Person: Lisa Rasmussen (C), Jim Wadinski, Dawn Herbst, and Becky McElhaney

Members Present by WebEx: Pat Peckham

Others Present: Tara Alfonso, Ben Bliven, Robert Barteck, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg,

Discussion and possible action on Amending Section 8.08.160 Rabies control

Rasmussen stated this is a housekeeping item amending some of the language from “shall” to “may” and updating the rest of the ordinance language.

Motion by Herbst, second by Wadinski to approve the amendment. Motion carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee

From: Tara G. Alfonso, Asst. City Attorney

Date: February 18, 2022

Re: Comments on amending W.M.C. §8.08.160 Rabies control

- Humane Officer Ashlee Bishop recently advised that in connection with her response to an incident involving a particular animal case, it came to her attention that the rabies control ordinance contained certain language which limited the City's discretionary authority with respect to quarantine of animals that were suspected of biting a person, and the impoundment of cats or dogs located off of an owner's premises that were not wearing rabies vaccination tags. In other words, the ordinance contained the word "shall" rather than the discretionary word "may."
- The amendments to this ordinance make those changes.
- Further, a full review of the ordinance, originally passed in 1989, was undertaken with respect to the provisions of Wis. Stat. §95.21 Rabies control program to ensure it was up to date, as well as to take the opportunity to make it more clear or less redundant in certain places.

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Affordable Housing Regional Task Force, Airport Committee, Bicycle & Pedestrian Advisory Committee, Citizens Advisory Committee-CDGB, Liberation & Freedom Committee, Police & Fire Commission, and the Sustainability, Energy, & Environment Commission*

File Number: 22- 0303 **Date Introduced:** March 8, 2022

Affordable Housing Regional Task Force

Tom Holster (N) 157860 Franklin St Term Exp 7/31/23 715-432-5733
*Replacing Carla Baker

Airport Committee

Dennis Seitz (2) 176 Lake View Dr Term Exp 4/30/2025 520-204-3411
*Re-Appointment

Bicycle and Pedestrian Advisory Committee

Susan Schmidt (2) 123 Grand Ave Term Exp 4/30/2024 715-845-9621
*Re-Appointment

Citizens Advisory Committee - CDBG

Pamela Jackson (2) 404 S 20th St Term Exp 4/30/28 715-218-6260
*Re-Appointment

Methuselah Thao (3) 915 Froest St Term Exp 4/30/28 715-302-1223
*Re-Appointment

Liberation and Freedom Committee

Bruce Grau (N) 1115 N 10th St Term Exp 4/30/28 608-335-8077
*Replacing Carmyn Hoen

Kelley Kolpitke (1) 126 Pleasant St Term Exp 4/30/25 208-870-8377
*New Appointment

Police and Fire Commission

Kathy Strasser (1) 1612 Green Vistas Dr Term Exp 4/30/27 715-551-8639
*Re-Appointment

Sustainability, Energy, and Environment Commission

Mary Kluz (2) 127 Kent St Term Exp 4/30/25 715-409-6758
*Re-Appointment

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

Approved:

Katie Rosenberg, Mayor



MEMORANDUM

DATE: March 4, 2022
TO: Mary Goede, Deputy City Clerk
FROM: Katie Rosenberg
RE: Appointments to the Board Committee

Please note that I will be appointing the following individual to the various committees. Please add this to the City Council Agenda packet for the meeting scheduled for Tuesday, March 8, 2022.

If you have any questions, feel free to call or email. Thank you.

AFFORDABLE HOUSING COMMITTEE

Tom Holster (New Appointment, replacing Carla Baker)(N)
157860 Franklin St
Wausau, WI 54403
715-432-5733
info@hostermanagement.com
Term expiration: 7/31/2023

AIRPORT COMMITTEE

Dennis Seitz (Re-Appointment) (2)
176 Lake View Dr
Wausau WI 54403
520-204-3411
dseitz@seitzenterprises.com
Term expiration: 4/30/2025

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Susan Schmidt (Re-appointment)(2)
123 Grand Ave
Wausau WI 54403
715-845-9621
susan@schmidtllawfirm.com
Term expiration: 4/30/24

CITIZENS' ADVISORY COMMITTEE – CDBG

Pamela Jackson (Re-appointment)(2)
404 S 20th St
Wausau WI 54403

Office of the Mayor
Katie Rosenberg



TEL: (715) 261-6800
FAX: (715) 261-6808

715-218-6260
Pam5669@gmail.com
Term expiration: 4/30/2028

Methuselah Thao (Re-appointment)(3)
915 Forest St
Wausau WI 54403
715-302-1223
lahthao@gmail.com
Term expiration: 4/30/2028

LIBERATION AND FREEDOM COMMITTEE

Bruce Grau (New appointment, replacing Carmyn Hoen)(N)
1115 N 10th St
Wausau WI 54403
608-335-8077
Bruchgrau8@gmail.com
Term expiration: 4/30/23

Kelley Kolpitzke (New appointment)(1)
126 Pleasant St
Wausau WI 54403
208-870-8377
kelleykolpitzke@gmail.com
Term expiration:

POLICE AND FIRE COMMISSION

Kathy Strasser (Re-appointment)(1)
1612 Green Vistas DR
Wausau WI 54403
715-551-8639
kstrasser@rivervalleybank.com
Term expiration: 4/30/2027

SUSTAINABILITY, ENERGY AND ENVIRONMENT COMMITTEE

Mary Kluz (Re-Appointment)(2)
127 Kent St
Wausau WI 54403
715-409-6758
Mkluz11@gmail.com
Term expiration: 4/30/23



Citizen Participation Form

Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our website. <https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx> Please consider becoming a part of this important community resource group.

Contact Information

First Name *

Thomas

Last Name *

Holster

Address *

Street Address

157860 Franklin Street

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

(715)432-5733

Email *

info@holstermanagement.com

Years as a Wausau Resident, if applicable *

31

Occupation/Employer, if applicable

Property Manager

Business Information

Business Name

Holster Management, Inc.

Address

Street Address

157148 Franklin Street

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Affordable Housing Regional Task Force

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees? *

Housing costs have risen quite a bit over the past ten years and now inflation is threatening to make a bad situation much worse so I am hoping I can contribute something to a group that is exploring ways to confront the problem.

What qualifications can you bring to these Committees? *

I work with a lot of property owners and tenants in the Wausau area and understand the concerns from both groups about maintaining a good stock of affordable housing, what programs and incentives people feel are working and which ones do not seem to help.

On what other City Committee(s) are you currently serving, if any?

None

Other Community Involvement

Member of the Wausau Area Apartment Association

References(Please Include 3)

Reference

First Name *

Jeff

Last Name *

Kostecki

Address *

Street Address

1201 Kickbusch Street

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

(715)581-2477

Relationship to You *

Client

First Name *

Steve

Last Name *

Monk

Address *

Street Address

1930 Crabtree Drive

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

WI

Country

United States

Phone *

(715)302-4201

Relationship to You *

Client

First Name *

Eric

Last Name *

Brodhagen

Address *

Street Address

PO Box 403

Address Line 2

City

Abbotsford

State / Province / Region

WI

Postal / Zip Code

54405

Country

United States

Phone *

(715)829-2196

Relationship to You *

Client

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

Linked In.pdf

171.52KB

Limit to 3 upload files



Tom Holster

Property Manager and Real Estate Broker at Holster Management, Inc.

Marathon County, Wisconsin, United States ·



Holster Management, Inc.



University of Arizona, Eller
College of Management

Experience



Property Manager

Holster Management, Inc. · Full-time

Jun 2008 - Present · 13 yrs 9 mos

Wausau, Wisconsin, United States

Currently manage more than 250 rental units in the Wausau Area and help clients buy and sell property when needed.



Project Manager / Leasing Agent

Shenkarow Realty Advisors

May 2005 - May 2008 · 3 yrs 1 mo

Tucson, AZ

Commercial Real Estate development and leasing including retail, office, and multi-family properties.



Combat Medic

Wisconsin National Guard

Jun 1998 - Jun 2004 · 6 yrs 1 mo

Merrill, WI



Phlebotomist

University of Wisconsin Medical Foundation

May 2003 - May 2004 · 1 yr 1 mo

Madison, WI

Phlebotomist and Laboratory Information Systems Clerk



Volunteer EMT

Fitch-Rona EMS

May 2000 - May 2004 · 4 yrs 1 mo

Fitchburg, WI



Tom Holster

Property Manager and Real Estate Broker at Holster Management, Inc.

Marathon County, Wisconsin, United States ·



Holster Management, Inc.



University of Arizona, Eller
College of Management

Education



University of Arizona - Eller College of Management

MBA, Finance

2004 - 2006

Recipient of Eller Fellowship



University of Wisconsin-Madison

Bachelor of Science, Psychology & Philosophy

1998 - 2002

Recipient of Robert Byrd Federal Scholarship

Recipient of Wisconsin Academic Excellence Scholarship

Recipient of Henry Vilas Scholarship

DENNIS SEITZ BIO
176 Lake View Drive
Wausau, WI 54403
April 3, 2019

- I am married to a wonderful woman by the name of Tammy Seitz who works for TD Fischer here in Wausau.
- I am a Business Development Manager for a company through my own company Seitz Enterprises Inc.
- Both of us are natives of Wisconsin. I was born in Jefferson, WI and Tammy was born in Madison but her family is from Wausau.
- We have a son and daughter in law that live in Portland OR
- I come from a rural farming background near Mauston WI having four sister and three brothers.
- I attended college at MATC in Madison and studied Engineering through the UW Extension as well as Business through Upper Iowa University
- We spent about 15 years collectively in AZ and CO prior to moving to the Wausau area three years ago.
- I received my pilots License at the Wausau Flying Service and purchased an airplane which is hangered at the Wausau Downtown Airport
- We purchased the home at 176 Lakeview Drive because of the neighborhood chemistry and its close proximity to the Downtown Airport
- We are both members of the local EAA Chapter 640
- I am also active member of the Learn Build Fly group at the downtown airport.



Citizen Participation Form

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Contact Information

First Name *

Bruce

Last Name *

Grau

Address *

Street Address

1115 N 10TH ST

Address Line 2

1115 North 10th Street, Wausau, WI, USA

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

(608)335-8077

Email *

brucegrau8@gmail.com

Years as a Wausau Resident, if applicable *

6

Occupation/Employer, if applicable

Retired Geriatric and Palliative Care Nurse Practitioner.

Business Information

Business Name

Poor People's Campaign- Wisconsin

Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Liberation and Freedom Committee

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees? *

A democracy demands active participation of all citizens. Government needs to achieve and maintain such engagement, particularly with those most impacted by inequalities and injustices. I want to help achieve this. All of society benefits when "the bottom" rises and takes agency.

What qualifications can you bring to these Committees? *

I have vast experience working in a team. Mutual respect and trust are essential for a team to be effective. I have been a consistent advocate over issues of poverty, inequality and injustice. I have experience working with marginalized groups of people, especially the frail elderly and disabled.

On what other City Committee(s) are you currently serving, if any?

Other Community Involvement

Volunteer for the Community Outreach Task Force (attend at the Marty bus, shovel bus stops, assist at fund raiser events)

References(Please Include 3)

Reference

First Name *

Rita

Last Name *

Pachal

Address *

Street Address

1310 Maple Hill Rd

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

Wisconsin

Country

USA

Phone *

(715)581-4147

Relationship to You *

friend

First Name *

Nancy

Last Name *

Stencil

Address *

Street Address

223281 Azalea Rd

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

Wisconsin

Country

USA

Phone *

(715)581-7983

Relationship to You *

friend

First Name *

Britnie

Last Name *

Remer

Address *

Street Address

1109 Brown St

Address Line 2

City

Wausau

State / Province / Region

Wisconsin

Postal / Zip Code

54403

Country

USA

Phone *

(262)215-1122

Relationship to You *

friend

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

Limit to 3 upload files



Citizen Participation Form

Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our website. <https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx> Please consider becoming a part of this important community resource group.

Contact Information

First Name *

Kelley

Last Name *

Kolpitzke

Address *

Street Address

126 Pleasant St

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

USA

Phone *

(208)870-8377

Email *

kelleykolpitzke@gmail.com

Years as a Wausau Resident, if applicable *

27

Occupation/Employer, if applicable

Retired Elementary School Teacher; licensed administrator

Business Information

Business Name

Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees? *

I believe in equality for all. In order for there to be a "just" quality for all, there must be equity in access, education, resources, and representation. I have a passion for refugees and immigrants and I have experience.

What qualifications can you bring to these Committees? *

I taught elementary school in Boise, Idaho from 1993-2020. Boise is a member of the International Rescue Committee. The Boise School District has at any given time, between 90-100 different languages spoken as their home language. During the years of 2013-2020, I worked at Taft Elementary which has a high proportion of English Language Learners. Each school year, I had between 5-9 different home languages in my classroom. I have worked with many students who are new to the country, coming from refugee camps. I learned a lot about the challenges that parents faced in learning about the American education system and spent a great deal of time developing relationships with parents (mostly mothers) so they can support their children in the classroom. I have also spent the last 5 years researching the German immigration to Wausau and understanding the similar patterns of 19th, 20th, & 21st century immigration issues. I have many soft skills that I have mastered in my years in education:

1. Communication
2. Leading large group discussions
3. Training
4. Coaching
5. Conflict resolution
6. Google Apps for presentation
7. Social Media platforms (i.e. Facebook, Twitter, YouTube, Instagram, TikTok)
8. Goal setting; planning; and executing
9. Engagement strategies

On what other City Committee(s) are you currently serving, if any?

None

Other Community Involvement

None

References(Please Include 3)**Reference****First Name ***

Molly

Last Name *

Fuentealba

Address *

Street Address

8169 W. Victory Rd

Address Line 2

City

Boise

Postal / Zip Code

83709

State / Province / Region

ID

Country

USA

Phone *

(208)854-4000

Relationship to You *

EL & Content Teacher
Support, Professional
Development

First Name *

Ellen

Last Name *

Chittum

Address *

Street Address

1412 Silver Springs Street

Address Line 2

City

Wausau

State / Province / Region

WI

Postal / Zip Code

54401

Country

USA

Phone *

(715)571-0302

Relationship to You *

Friend for 45 years

First Name *

Karol

Last Name *

Schill

Address *

Street Address

3722 N. Anderson St

Address Line 2

City

Boise

State / Province / Region

ID

Postal / Zip Code

83703

Country

USA

Phone *

(208)761-1701

Relationship to You *

Colleague at Taft Elementary
& the lead English Language
Learner Teacher

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

Resume.docx

684.06KB

Photos.docx

6.05MB

Limit to 3 upload files

126 Pleasant Street
Wausau, WI 54403
(208)870-8377
KelleyKolpitzke@gmail.com

Kelley (McCarten) Kolpitzke

SKILLS

Leadership
Communication
Teamwork
Problem Solving
Social/Emotional Intelligence
Cultural Competence

EXPERIENCE

Boise School District~ Elementary School Teacher

1993-5th Grade
1997-2nd Grade
2006-Kindergarten
2008-1st Grade
2013-5th Grade
2017-2nd Grade

EDUCATION

Newman High School, Wausau, WI— *Diploma 1982*

University of Wisconsin-Stevens Point, Stevens Point, WI— *BS
Early Childhood Education 1988*

University of Wisconsin-Oshkosh, Oshkosh, WI— *Certificate for
Grades 1-3 Elementary Teacher 1989*

University of Wisconsin-Madison, Madison, WI— *Certificate for
Grades 4-8 Elementary Teacher 1991*

University of Phoenix, Meridian, ID— *Masters in Educational
Administration 2012*



MEMORANDUM

DATE: June 13, 2018
TO: Toni Rayala, Mary Goede
FROM: Mayor Robert Mielke *Robert B Mielke*
RE: Police and Fire Commission - New Appointment

Please add the following appointment to the agenda for the Council Meeting on **Tuesday, July 10, 2018**. If you have any questions, please call my office. Thank you.

POLICE & FIRE COMMISSION

Ms. Kathy Strasser (Replacing Dennis Huntimer - Fulfilling his unexpired Term - Term Expires 4/30/22)
1612 Green Vistas Drive
Wausau, WI 54403
715-551-8639
kstrasser@rivervalleybank.com

cc: Chief Ben Bliven
Chief Tracey Kujawa
Police & Fire Commissioners

Encl: Kathy Strasser Bio

KATHY STRASSER

1612 Green Vistas Dr. Wausau, WI 54403 | 715-551-8639 | kstrasser@rivervalleybank.com

June 4, 2018
Mayor Mielke
City of Wausau
407 Grant St.
Wausau, WI 54403

Dear Mayor Mielke:

Thank you for considering me for the Wausau Police and Fire Commission.

As a longstanding member of the Wausau Community, I have the utmost respect for the community services that are provided to me as a citizen. To learn more about these services, in 2017, I took part in the Wausau Citizen's Police Academy. This provided an in-depth look into the daily life of our local law enforcement, while providing further insight into the challenges that face our community.

As an executive at River Valley Bank, I am proud to live our Core Values of Customer, Excellence, Ethics, Employees, and Community – We are contributing and respected members of the community.

The opportunity to serve as a member of the Wausau Police and Fire Commission, would allow me to give back to the Wausau Community in greater way, leveraging my extensive leadership experience to further serve the community.

Per your request, please find information regarding my background. I look forward to meeting with you soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathy Strasser', with a long horizontal flourish extending to the right.

Kathy Strasser

Biography

Overview

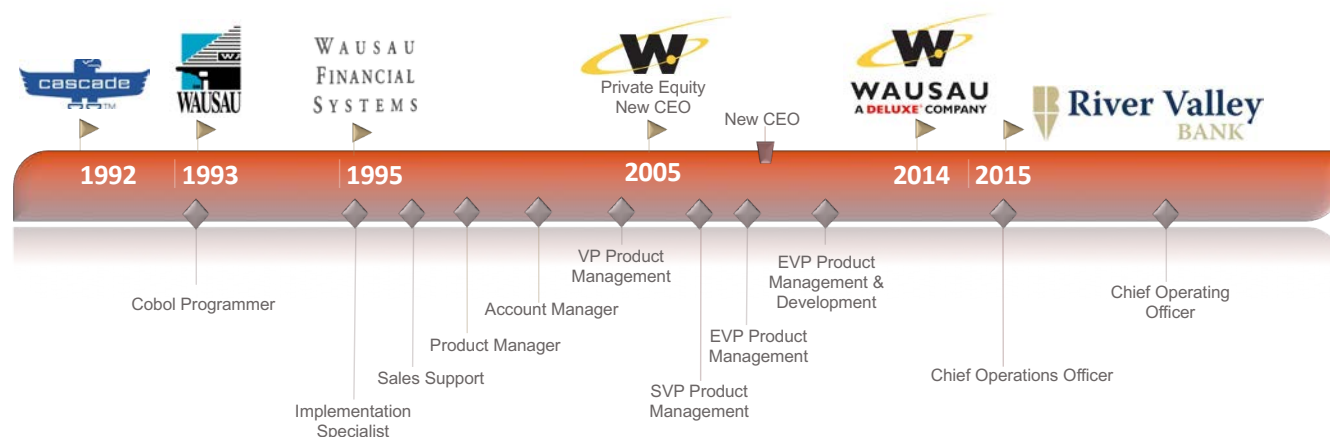
As Executive Vice President/Chief Operating Office for River Valley Bank, I am responsible for Technology, Digital Transformation, Operations, Training and Development, Compliance, Cash Management, and the Customer Support Center. My overall responsibility is ensuring the company executes against our vision.

In 1992, I received my BSBA degree in Computer Information Systems and Management from Drake University, Des Moines, Iowa. With this foundation, my career has evolved to a market-facing executive leading high-performance teams, ultimately helping to grow businesses I work in, by increasing revenue and improving earnings. I focus on building strong relationships at different levels inside and outside the organization to drive results, and my greatest success is when my team is successful. I have included my full CV on pages 3-6 for your review.

Giving back to the business and personal communities I am involved with is very important to me, and I have included the specifics of my community involvement on pages 7-8 of this document. I currently serve as Treasurer of Aspirus Inc., and also serve on the Bank Payments and Operations Committee for the Independent Community Bankers of America (ICBA). In addition, I am very passionate about giving back to young women and men who are looking for advice or mentorship as they begin their own growth path.

I am married to my husband Tim, and we have 15 year old son Charlie, who is finishing his Freshman year at D.C. Everest.

Career Path



River Valley Bank

March 2015 – Present

River Valley Bank is a family owned financial services company dedicated to effectively satisfying our customers' needs. Our commitment is to deliver flexible products through exceptional customer service from a team of highly qualified, motivated professionals of the highest integrity.

EVP Chief Operating Officer

January 2017 – Present

Responsible for ongoing business operations, helping to make the CEO's vision a reality. Lead the execution of strategies developed by the BOD and the Senior Management team, taking a lead role as driver of change, and problem solver.

- Lead the annual strategic planning process.
- Manage the business operations of the bank, including: Deposit Operations, Cash Management, Cards (Debit and Credit), Compliance, Customer Experience Center (Call Center), Information Technology & Systems, Loan Operations, Training and Development, Web Channel Management.
- Led the integration (people, technology) of a bank acquisition, improving revenue and profitability for the bank.
- Successfully launched niche market lending via our IncredibleBank Digital Brand, growing from \$0 to \$150M in loans within 2 years.
- Implemented improvements in online account opening to improve automatic account approvals from 48% to 70%, and improved time to open an account from several days to hours.
- Through technology, marketing, and strategic alignment, improved Digital utilization by 49% across the customer base.
- Led the Digital Strategy for the bank, evolving our overall bank strategy to show this as a prominent/underlying strategy, with focused resources helping drive Search Engine Optimization improvements, website improvements, and onboarding improvements, making it easy for customers to find and buy from us.

EVP Chief Operations Officer

March 2015 – December 2016

Responsible for specific operational areas of the bank, including Information Technology, Systems, IncredibleBank (Digital Only Bank), Marketing, Customer Experience Center (Call Center), and Compliance.

- Defined and led the execution of our innovation strategy, including a partnership with JHA Banno, bringing state of the art mobile banking technology to our users (first in the industry), first on IncredibleBank, growing from \$60M in deposits to \$120M within 12 months.
- Led the vision and execution of outsourcing our Core Banking relationship, improving Disaster Recovery, reducing risk, and improving resource utilization.
- Further developed our paperless branch initiative, utilizing e-signature capabilities (DocuSign) throughout our various customer experiences.
- Improved operational procedures and policies, resulting in an upgrade in our Compliance exam results.
- Implemented Service Level Agreements throughout the operational areas of the business, to help drive our and measure our Incredible Customer Experience (service standards).
- Led the development of improved BOD structure and onboarding, streamlining and improving the role of the BOD (strategic).
- Evolved our Enterprise Risk Management structure, implementing an ERM focused resource, providing better visibility and management of all risks throughout the company.

WAUSAU Financial Systems (now Deluxe)**May 1995 – March 2015**

WAUSAU Financial Systems (since acquired by Deluxe) is a premier provider of payment and receivables processing solutions, helping businesses of all types improve cash flow and supply information to support real-time business decisions. WAUSAU/Deluxe serves two primary markets—financial institutions (mid-large tier FIs) and corporations (Fortune 500).

EVP Solution Management and Development**February 2013 – March 2015**

Responsible for strategic planning, managing the strategic product roadmap, product development and quality assurance, and product launch in order to gain maximum benefit and alignment for the business. Manage a team of 110 product managers, project managers, solution architects, technical sales engineers, software engineers, and quality assurance analysts. Profit and loss management of \$85 million business.

- Lead the annual long-range strategic planning process, identifying market opportunity, strategic growth areas, revenue build-up, and profitability targets.
- Define and execute the innovation strategy, identifying key acquisitions that would fulfill the strategic vision for the organization, while managing the legacy product portfolio, ensuring focus, efficiency, standardization and corporate alignment.
- Ensure delivery of solutions that meet needs of clients and market trends, continually strengthening the solution offerings.
- Leverage SME talent to provide high profile industry thought leadership through white papers, presentations, and seminars.
- Identified international market opportunities and expanded our solution to take advantage of growth opportunities in international markets (Canada and Brazil), as evidenced by a \$10M Remote Deposit Capture contract with a leading Financial Institution in Canada.
- Achieved recognition and validation of our solution strategy and vision by achieving CEB TowerGroup rating as the “Most advanced receivables solution in the market”.
- Key member of the management team to position and ultimately sell the business to Deluxe Corporation in October 2014, to help accelerate our growth strategy.

EVP Product Management and Sales Support**March 2009 – February 2013**

Responsible for all aspects of product life cycle management including strategic planning, understanding market demands, technology trends, pricing, competition, and innovation. Managed a team of 24 product managers, project managers, and solution sales engineers. Led the company through a transition from a product company to a solution company, by moving focus to strategic growth areas. This included moving resources and managing product discontinuations and or integration of non-strategic or overlapping product areas. Oversaw the definition and build out of a successful outsourcing business.

- Improved EBITDA by 18% by increasing revenue in strategic solution areas while decreasing expense in legacy product lines.
- Developed and achieved Board and Investor approval of a \$320 million strategic 3 year roadmap transforming the company from a legacy check product company to a digital solution company leading clients in their moving from paper to electronic payments processing.
- Executed the plan for outsourcing, increasing revenue over 400% from 2009 – 2013, and improving recurring revenue from 50% to 65%.
- Led the acquisition of a patented receivables expansion solution that ensured revenue achievement of \$116M from 2010 – 2013.
- Implemented a Software Development Lifecycle methodology in collaboration with the head of Product Development.

- Implemented an effective yet lightweight Customer Satisfaction and Win/Loss program that helped the company increase satisfaction from 75% to 80% from 2012 – 2013.

SVP Remittance and ECM Solutions

May 2007 – March 2009

Responsible for the Remittance Processing and Enterprise Content Management lines of business. Profit and loss management of a \$50 million business. Oversaw the integration of a \$5 million acquisition. Responsible for the executive management of a remote office in Omaha, NE.

- Grew remittance product line profit by 83% over 18 months by leading the acquisition and integration of a software company.
- Developed and presented the strategic growth plan to the Board of Directors and Investors that included a key recommendation for Healthcare Payment Processing, Merchant Acquiring, and Receivables Outsourcing.
- Increased the company's strategic position and recurring revenue potential by developing a strategic alliance with First Data Corporation for outsourced receivables processing solutions.

SVP ECM Solution Management

January 2006 – May 2007

Responsible for ECM business line management, acting as General Manager of the business, responsible for vision, product strategy and innovation, operational planning, and implementations and support. P&L management of a \$10 million business.

- General management responsibility for the ECM Business Line, increasing the revenue by 20%, and improving the level of services that included business process improvement consulting, which resulted in improved profitability.
- Developed a 5 year business strategy that included financial pro formas and scenario planning including acquisition activities.
- Achieved patent pending status of paperless branch technology.

Product Line Manager, Enterprise Content Management

December 2003 – January 2006

Managed the project & product life cycle of Enterprise Content Management solutions from product concept, development through deployment, including business case development, marketing and sales strategy definition.

- Completed a key partnership contract that provided a long term relationship with Hyland Software to provide ECM technology as a component of the solution offering.
- Created and managed the evaluation criteria for partnerships that included cost, revenue and potential markets.

Account Manager

February 2001 – December 2003

Managed the development of the Northern Midwest Territory and the successful sales of all payment product lines and services. Focused on financial institutions with assets ranging from \$100M - \$5B in assets. Average opportunities ranged from \$50K - \$150K.

- Achieved a \$3 million quota annually.
- Achieved customer retention and growth by maintaining positive customer relationships and driving sales in the territory.

Product Manager

August 1996 – February 2001

Provided global ownership and leadership for payment processing product lines through the product development lifecycle. Responsible for all components of the lifecycle including introducing a new product idea, developing the business case, defining requirements, qualifying the market, development, quality assurance, and market release. Integral partner with sales and marketing organizations, developing pricing models, marketing and sales strategies, as well as providing ongoing sales support and payments industry acumen.

- Managed a team of Product Managers that managed and led product lines that contributed \$40 Million of revenue.
- Directed the conceptual design and development of branch capture software that enabled clients to capture deposits remotely at a branch and transfer to the main processing site for consolidation.
- International business development for payment processing solutions in Pakistan, Germany, and Australia.

Implementation Specialist

May 1995 – August 1996

Responsible for organizing and managing successful implementations of payment processing solutions for financial institutions. Included interaction with customers performing a needs analysis, and the customization of software ensuring it was operating to meet customer requirements.

Wausau Insurance Companies

November 1992 – May 1995

Wausau Insurance Companies provided commercial property and casualty insurance products and services with various coverage options. The company was founded in 1911 and acquired by Liberty Mutual Holding Company, Inc. in 1998.

Systems Analyst

November 1992 – May 1995

Designed and programmed solutions in COBOL to enhance and maintain the workers compensation system.

Education

Drake University, Des Moines, IA

BSBA Computer Information Systems; Management 1992

Community Involvement

Aspirus, Inc.

October 2009 – Present

Aspirus is a non-profit, community-directed health system based in Wausau, WI. With 7,000+ employees, serving communities throughout 14 counties in northern and central Wisconsin, as well as the western Upper Peninsula of Michigan. The integrated system includes 4 hospitals in Michigan and 4 hospitals in Wisconsin, 50 clinics, home health and hospice care, pharmacies, critical care and helicopter transport, medical goods, nursing homes and high-quality affiliated physicians.

Treasurer Aspirus Inc., October 2017 – Present

- Chairperson of Finance Committee
- Chairperson of Compensation Committee

Chairperson Aspirus Inc., October 2014 - September 2017

- Chairperson of Board of Directors
- Chairperson of Compensation Committee
- Chairperson of Governance Committee
- Participated as a key BOD member in Hospital acquisition negotiations

Director Aspirus Inc., October 2009 – Present

- Key member of CEO Search Committee
- Participate in vision and strategy for growth in the changing healthcare landscape
- Led the changes to improve corporate governance.

Director Aspirus Wausau Hospital, October 2009 - September 2015

- Served as a member of the compensation committee
- Served as a member of the finance committee

Director Aspirus Clinics, October 2013 - September 2015

Director Aspirus Network, October 2011 - September 2012

Independent Community Bankers of America

March 2017 – Present

The Independent Community Bankers of America, the nation's voice for nearly 5,700 community banks of all sizes and charter types, is dedicated exclusively to representing the interests of the community banking industry and its membership through effective advocacy, best-in-class education and high-quality products and services. With approximately 52,000 locations nationwide, community banks employ 760,000 Americans, hold \$4.9 trillion in assets, \$3.9 trillion in deposits, and \$3.3 trillion in loans to consumers, small businesses, and the agricultural community.

Payment and Operations Committee Member

March 2017 – Present

- Invited to the White House in April 2017, to hear from the President and his staff about the focus on regulatory relief for Community Banking.
- Address policy issues related to the delivery of financial services and payments via in-person, online and mobile channels.

- Support industry efforts at payment systems improvement to ensure the relevancy of community banks in the payments system and in online financial services.
- Maintain ongoing relationships with the Federal Reserve System and a number of public and private sector organizations that play a crucial role in shaping this framework.
- Serve as the central resource for information regarding community banking trends in payments, technology and bank operations.

Wausau United Way Women In Action

Inception – Present

Provides members with the opportunity to be part of a dynamic, philanthropic and fun organization of women leaders that care about our community. Members come together to create a better place for local women who are facing various hardships in their life. Increasing the self-sufficiency of women to improve their lives, the lives of their family and the community as a whole.

Mount Olive Lutheran Church

February 2007 – July 2017

A Missouri Synod Lutheran Church located in Weston, WI, serving 3,500+ members.

Chair

February 2011 – July 2017

- Led the church through a Senior Pastor Transition
- Led changes to move to a policy governance model
- Helped build a plan to reduce debt, while continue growing the congregation

Director

February 2008 – January 2011

Finance Committee

February 2007 – January 2008

Institute of Financial Operations (IFO)

January 2010 – October 2014

Membership based professional association serving the entire financial operations ecosystem with focus on Accounts Payable, Accounts Receivable, Information Management, and Data Capture

Vice Chair/Treasurer

October 2017 – Present

- Key member of merger team for The Association for Work Process Improvement (TAWPI) and International Accounts Payables Professionals (IAPP) to create the Institute of Financial Operations.
- Participated in the vision and strategy to change the organization from an Accounts Payable organization to an organization serving the entire financial operations ecosystem.

Vice Chair

November 2010 – November 2011

Director

January 2010 – November 2010

Junior Achievement

January 1993 – May 1995

The nation's largest organization dedicated to giving young people the knowledge and skills they need to own their economic success, plan for their futures, and make smart academic and economic choices. Junior Achievement's programs, in the core content areas of work readiness, entrepreneurship and financial literacy, ignite the spark in young people to experience and realize the opportunities and realities of work and life in the 21st century.

Mary Kluz bio

Mary Kluz is a parent, business owner, active community member and teacher. Mary was born and raised in Marathon County, left and then returned as a boomerang to work for the University of Wisconsin-Extension. She is currently self-employed, providing training and consultation in personal and organizational development. Mary has a bachelor's degree and Master of Science degree from the University of Wisconsin-Madison, and earned the rank of Associate Professor with the university.

Mary's prior employment involved experience as a soil scientist, an entrepreneur, an educator and ongoing learner. Mary has worked in the private sector, as well as for local, state and the federal government. Her research areas in soil science were related to environmental management. Since 2000, her research has focused on the human side of things, and include negotiation and conflict management, leadership development, mindfulness and sustainability.

Experiences relevant to service on the sustainability committee

- 2006-2014, UW-Extension Sustainability Team, which hosted roundtables with community leaders around the state in 2010
- 2006, facilitator for the City of Marshfield's ecomunicipality process
- 2005-2011, presented on The Natural Step to local government and organizations, led a "Natural Step book club" related to work for the City of Wausau's Commission for a Greener Tomorrow
- 2004-present, trainer on methods for negotiation and conflict management, mindful communication

Mary lives in Wausau under her solar energy array.

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

**JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND PLAN COMMISSION**

Approving Alexander Davis Preliminary Plat

Committee Action: CISM: Approved 3-2
Plan: Approved 6-0

Fiscal Impact: This plat, if approved, will allow for the plat process to move ahead. Platting these lots will allow the owner to sell lots for redevelopment.

File Number: 22-0304

Date Introduced: March 8, 2022

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee and your Plan Commission have reviewed the Alexander Davis Preliminary Plat located on the former Wausau Center Mall site, in the City of Wausau; and

WHEREAS, this preliminary plat delineates lot lines and ownership so parcels can be sold and developed; and

WHEREAS, this preliminary plat also includes areas to be delineated as outlots for future streets and includes several other outlots; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the Alexander Davis Preliminary Plat is hereby approved.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 10, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski, Deb Ryan

Also Present: Eric Lindman, Allen Wesolowski, Tara Alfonso
By WebEx: Cord Buckner

Discussion and possible action on Alexander Davis Preliminary Plat (former Wausau Center Mall site)

Tom Radenz, REI, provided an air photo of the site from 1974 showing 3rd Street, 2nd Street, Jackson Street, Washington Street, and 4th Street going all the way through. They would like to get back to that grid system through the development process. He provided Toole's design showing 78' right-of-way. He explained the current land ownership and current air rights/ground leases. The proposed plat would divide the land and clean up some title issues. Radenz walked through each lot of the preliminary plat. The entire presentation can be viewed at <https://www.youtube.com/watch?v=AFaDxjhQ0Xg>

Ryan thought originally the Sears area was to be green space. Per Rasmussen, there were two buildings proposed on that side. Radenz noted the current design shows a building with a courtyard. However, that building and the building to the west may end up being U shaped with a courtyard in the middle and a pedestrian corridor to 3rd Street.

Regarding the pedestrian walkway, Ryan asked if there would be a place for buses to drop off and pick up. Radenz does not intimately know the bus route but assumes the route would include picking up people in this area. The pedestrian walkway would terminate at River Drive. Ryan asked if it would be motorized so people with disabilities could use it. Radenz indicated the walkway would be set up at a grade that is ADA acceptable. Ryan asked if there is an alternative plan if this does not get State grant approval. Rasmussen noted the pedestrian bridge is not part of the plat and would need to be addressed separately.

Wadinski moved to approve. Neal seconded and the motion carried 3-2 with Ryan and Larson the dissenting votes.

Regarding future agenda items, Larson would like to get a list of vacant City lots so that they could possibly be put up for sale. Rasmussen mentioned there was a list in the past from Community Development where minimum bid prices were set. This committee typically disposes of remnant parcels. Economic Development would put a price tag on parcels that are larger and buildable.

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, February 16, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Tom Neal, George Bornemann, Bruce Bohlken, Andrew Brueggeman; *By WebEx*: Pat Peckham

Others Present: Brad Lenz, Sam Wessel, William Hebert, Brian Stahl, Melissa Engen, Tom Radenz

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

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

Discussion and possible action approving Alexander Davis Preliminary Plat (formerly Wausau Center Mall site).

Tom Radenz, REI Engineering, presented the plan for the area. The plat primarily covers blocks 2, 3, 4 & 5. There is an interested buyer in Lot 4 and possibly Lot 5. This is the preliminary plat and some things may change before the final plat.

Lenz said that his comments in the review letter were about easements that are not shown on the plat, but they were mentioned in the presentation. He said there were previous plans showing a connection from the Sears ramp to Washington Street at 4th Street. He asked when the final plat may come back. Radenz added that the hope is to have the final plat ready in late summer. Radenz said that some changes will need to be made depending on what the street design is. Lenz said that the curved right-of-way will impact the design of the street. The downtown area needs to be pedestrian friendly.

Brueggeman motioned to approve the Alexander Davis Preliminary Plat. Bohlken seconded, and the motion carried unanimously 6-0 by roll-call vote.

AGENDA ITEM
Discussion and possible action on Alexander Davis Preliminary Plat (former Wausau Center Mall site)
BACKGROUND
The City of Wausau and WOZ have hired REI to prepare a plat for the lands that formerly occupied the mall. The purpose of the plat is to delineate lot lines and ownership so the parcels can be sold and developed. The plat includes the areas to be delineated as right-of-way for future streets. The plat also includes several outlots. Tom Radenz, a representative of REI will be at the CISM meeting to discuss the preliminary plat and answer any questions.
FISCAL IMPACT
The plat will allow WOZ to sell their parcels and to begin the redevelopment.
STAFF RECOMMENDATION
Recommend approval.
Staff contact: Allen Wesolowski 715-261-6762



January 21, 2022

City of Wausau

Attn: Allen Wesolowski
City of Wausau City Engineer
407 Grant St.
Wausau, WI 54403



Subject:

Review and approval of the Preliminary Plat of Alexander Davis Plat, the former Wausau Center Mall property.

Dear Allen,

We are submitting the enclosed Preliminary Plat on behalf of Wausau Opportunity Zone (WOZ) for review and approval at the February 2022 Capital Improvements Street Maintenance, Planning Commission, and City Council meetings. As you are aware, our team has been working closely with City staff to pull this document together for this submittal.

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

- 3 hard copies of the Preliminary Plat of Alexander Davis
- Completed City of Wausau Preliminary Plat Application
- \$100 check for Preliminary Plat Fees per the City Fee Schedule

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

Sincerely,
REI Engineering, Inc.

A handwritten signature in black ink that reads "Thomas A. Radenz".

Tom Radenz, PLS
Vice President/Senior Consultant

cc. Chuck Ghidorzi, WOZ, Suite 300, 2100 Stewart Avenue, Wausau, WI 54401
Dave Eckman, WOZ, 200 Washington St., Suite 120, Wausau, WI 54403

CITY OF WAUSAU FORMAL APPLICATION FOR APPROVAL OF A PRELIMINARY PLAT

Note: Section 21.12.020 of the *Wausau Municipal Code* requires subdividers to provide the City Engineer with a letter of intent and sketch of the proposed subdivision at least 30 days before a preliminary plat is submitted. Additional information on the letter of intent and sketch plan can be obtained from the City Engineering Department.

Instruction: This application should be completed and returned to the City Engineer with six (6) copies of a preliminary plat (at least one copy should be 11"X17" or smaller). The preliminary plat should be prepared in accordance with the requirements of Chapter 21.24 of the *Wausau Municipal Code*. A copy of Chapter 21.24 is available in the City Engineering Department and on the City's Website at: www.ci.wausau.wi.us (under the sub-heading *Government: Municipal Code*).

SECTION I. Applicant Information

1) Are you the Owner of the subdivision or the Owner's Agent? ☐ Owner ☒ Agent

2) Your Name: Tom Radenz - REI Engineering, Inc.

3) Your Mailing Address: 4080 North 20th Avenue
Wausau, WI 54401

4) Your Contact Information: 715-675-9784 (Phone Number) (Fax Number)
tradenz@reiengineering.com
(E-mail address and/or alternate phone number, if available)

5) If you are the Owner's Agent, list any OTHER owners of land within the subdivision:

<u>Wausau Opportunity Zone Inc.</u> (Name)	<u>City of Wausau</u> (Name)
<u>500 N. 1st St.</u> (Street Address)	<u>407 Grant St.</u> (Street Address)
<u>Wausau, WI 54403</u> (City, State, Zip Code)	<u>Wausau, WI 54403</u> (City, State, Zip Code)
<u>715-845-6231</u> (Phone Number)	<u>715-261-6500</u> (Phone Number)

7) Name of Surveyor & Business Name (if different from above):

Josh Prentice
(Surveyor's Name)
REI Engineering, Inc.
(Surveyor's Business Name)

8) Address of Surveyor: 4080 North 20th Avenue
(Surveyor's Street Address)
Wausau, WI 54401
(City, State, Zip Code)

9) Surveyor Contact Information: 715-675-9784 (Phone Number) (Fax Number)
jprentice@reiengineering.com
(E-mail address and/or alternate phone number, if available)

10) Name of Engineer & Business Firm that will be doing the stormwater management plan and other engineering work (sanitary sewers, water mains, streets, etc.) related to the plat:

City of Wausau - TJ Niksch

(Name)

(Phone Number)

(Business Name)

(FAX Number)

(Street Address)

(E-mail Address)

(City, State, Zip Code)

NOTE: Name, Address, and Telephone Number of technician responsible for subdivision design and of the surveyor responsible for surveys should also be shown on the preliminary plat as submitted.

Tom Radenz, REI Engineering

SECTION II. Subdivision Information — Plat and Street Names

11) Proposed Name of Subdivision: Alexander Davis Plat

(Please call the Marathon County Register of Deeds Office at 715-261-1470 to select a unique plat name.)

12) Street Names: *To ensure proper emergency response, all new street names must follow standard guidelines established by the City of Wausau and Marathon County. Please call the Marathon County Department of Conservation, Planning, and Zoning (at 715-261-6040) to select unique road names. **Attach a written response from that office with a listing of approved street names.***

Proposed Street Names: 2nd St., 3rd St., Washington St., Jackson St.

☒ Check this box if you have no preferred street names and agree to allow the City of Wausau to determine appropriate names.

SECTION III. Subdivision Information — Basic Facts and Proposals

13) Location and Description of Property (government lot, section, township, range and town or city):

Part of CSM 2264, Blocks 9, 10, 11, 12, 19, 20, 23 and 24, Original Plat of the City of Wausau,

being part of Government Lot 1 of Section 36, 29-7E

14) Size of tract in acres and/or of existing lots, if any, in square feet: Average 1 - 2 acres

15) Existing zoning classification of property: PUD

16) Will any rezoning be proposed? If so, please describe: No rezoning required

17) Number of lots proposed in subdivision: 7 Lots, 6 Outlots

18) Area of lots proposed: Minimum 15,481 sq. ft Average 59,000 Maximum 103,565 sq. ft.

19) Briefly describe proposed sanitary facilities:

Water: Within the extension of 2nd and 3rd Streets

Sewage Disposal: Within the extension of 2nd and 3rd Streets

20) How do you propose to handle stormwater runoff from the subdivision in order to comply with Chapter 15.56 of the *Wausau Municipal Code*?

Underground stormwater detention is anticipated - See City Engineering

21) Have you contacted the U.S. Army Corps of Engineers and/or Wisconsin Department of Natural Resources about wetland and navigable water issues? ☒ Yes ☐ No

22) How do you propose to handle parkland dedication/fee requirements? Please describe:

To be Determined

23) List existing covenants on the property, if any: No existing covenants

24) List covenants proposed for the property, if any: No covenants anticipated

Completed by: Tony Raszcz

Today's Date: 1/21/2022

Tom Raskis

(Your Signature)

NOTE 1: If you wish to submit additional information, attach extra pages to this form.

NOTE 2: Please keep a copy of this form for your records.

NOTE 3: Please inform the City Engineering Department, in writing, of any changes in surveyor, engineering firm, etc. that occur after submittal of this application.

PRELIMINARY PLAT OF
ALEXANDER DAVIS PLAT
ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752 AND PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALSO KNOWN AS BLOCKS 9, 10, 11, 12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU, VACATED JACKSON STREET, VACATED WASHINGTON STREET, VACATED SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

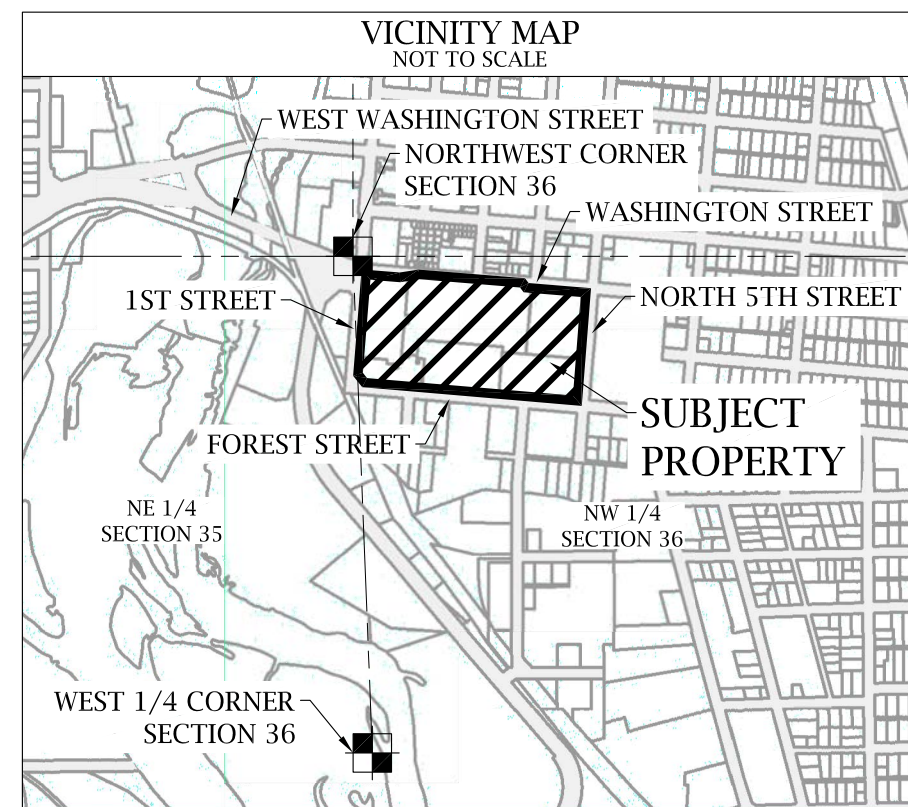
OWNER:
WAUSAU OPPORTUNITY ZONE INC.
2100 STEWART AVENUE
WAUSAU, WI 54401
715-574-7282

CITY OF WAUSAU
407 GRANT STREET
WAUSAU, WI 54403
715-261-6500

ENGINEER:
REI ENGINEERING
JIM BORYSENKO P.E.
4080 N. 20TH AVENUE
WAUSAU, WI 54401
715-675-9784

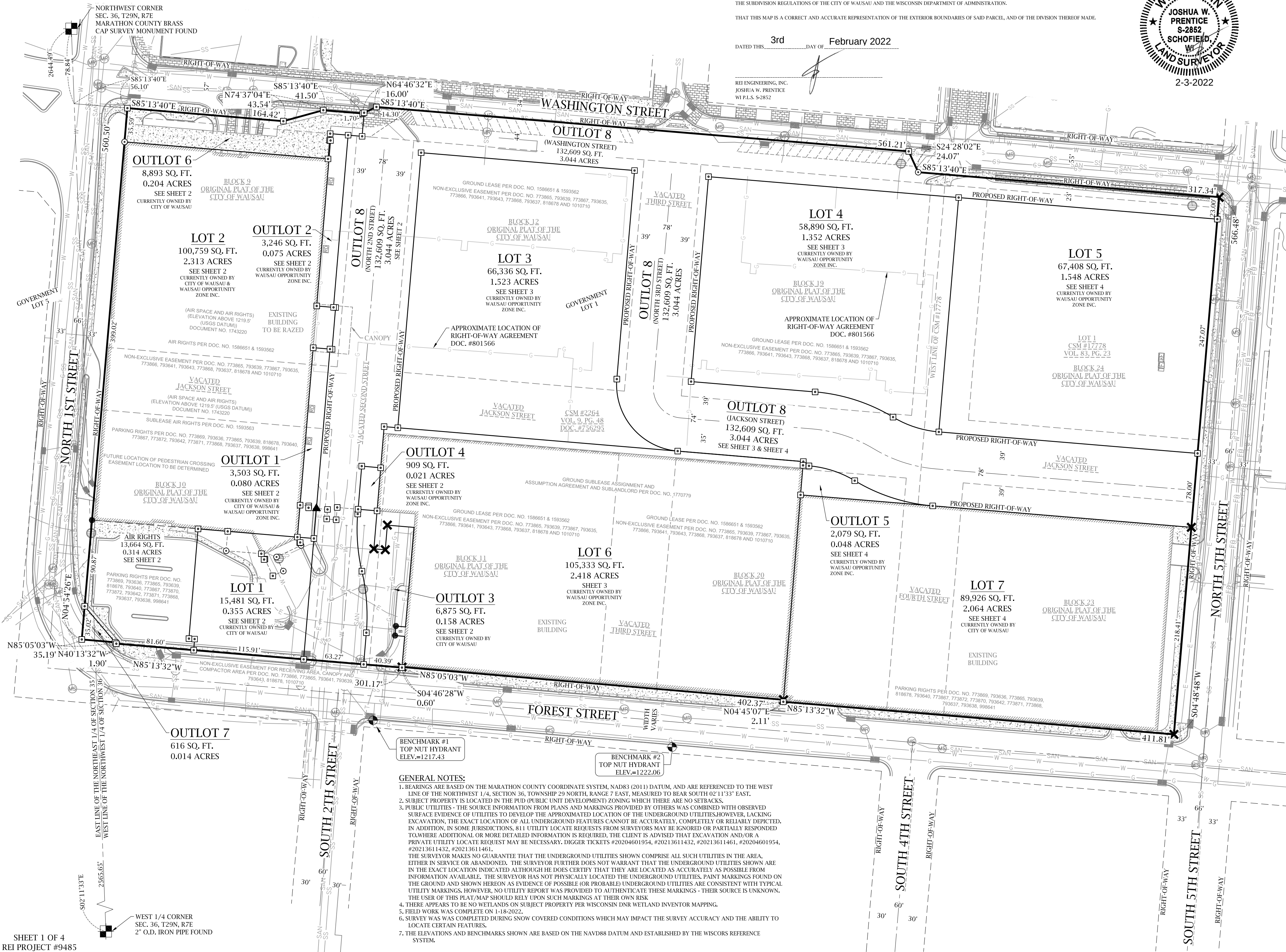
SURVEYOR:
REI ENGINEERING
JOSHUA W. PRENTICE W PL S S-2852
4080 N. 20TH AVENUE
WAUSAU, WI 54401
715-675-9784

LEGEND	
	PK NAIL FOUND
	DRILL HOLE FOUND
	CHISELED "X" FOUND
	1-1/4 IN. O.D. IRON PIPE FOUND
	SET DRILL HOLE
	RECORDED BEARING/LENGTH
	MEASURED BEARING/LENGTH
	STORM MANHOLE
	SANITARY SEWER MANHOLE
	ROOF DRAIN
	UTILITY VAULT
	TRANSFORMER
	STORM INLET
	STORM CATCH BASIN
	EXISTING PAVERS
	EXISTING CONCRETE
	EDGE OF ASPHALT
	CURB AND GUTTER
	UNDERGROUND FIBER OPTIC LINE
	UNDERGROUND GAS LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND ELECTRIC LINE
	WATER MAIN
	SANITARY SEWER
	STORM WATER
	MINOR CONTOUR
	MAJOR CONTOUR
	PROPERTY LINE



DATE	REVISION	BY	CHK'D
REI Engineering, Inc.			
4080 N. 20TH AVENUE WAUSAU, WISCONSIN 54401 PHONE: 715.675.9784 FAX: 715.675.4260 EMAIL: JWA@REIENGINEERING.COM			

REI CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING



SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED AND DIVIDED A PARCEL OF LAND BEING PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295 AND BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752, ALSO KNOWN AS BLOCKS 9, 10, 11, 12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU AND VACATED JACKSON STREET, SECOND STREET AND FOURTH STREET; ALL TIED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN GOVERNMENT LOT 5 OF SECTION 36 AND GOVERNMENT LOT 1 OF SECTION 35 ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, ALL IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 02°11'33" EAST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36, 78.84 FEET TO A POINT BEING THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE SOUTH 85°13'40" EAST, COINCIDENT WITH SAID WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET, 56.10 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE EAST RIGHT-OF-WAY LINE NORTH 1ST STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 85°13'40" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 164.42 FEET; THENCE NORTH 74°37'04" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 43.54 FEET; THENCE SOUTH 85°13'40" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 41.50 FEET; THENCE NORTH 64°46'32" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 16.00 FEET; THENCE SOUTH 85°13'40" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 317.24 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH 5TH STREET; THENCE SOUTH 04°48'48" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 566.48 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE OF NORTH 5TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF FOREST STREET; THENCE NORTH 85°13'32" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 411.81 FEET; THENCE NORTH 04°45'07" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 2.11 FEET; THENCE NORTH 85°05'03" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 402.37 FEET; THENCE SOUTH 04°46'28" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 4.60 FEET; THENCE NORTH 85°13'32" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 301.17 FEET; THENCE NORTH 40°17'32" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 1.80 FEET; THENCE NORTH 85°05'03" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 55.10 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF FOREST STREET AND SAID EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET; THENCE NORTH 04°54'26" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 560.50 FEET TO SAID INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE EAST RIGHT-OF-WAY LINE NORTH 1ST STREET, AND BEING THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 662,863 SQUARE FEET, 15.217 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF THE WAUSAU OPPORTUNITY ZONE INC., AGENT OF SAID PARCEL.

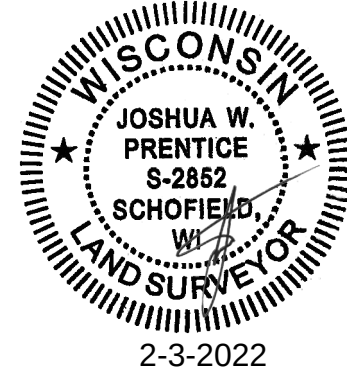
THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 230 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-67 AND THE SURVEYS REGULATIONS OF THE CITY OF WAUSAU AND THE WISCONSIN DEPARTMENT OF ADMINISTRATION.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

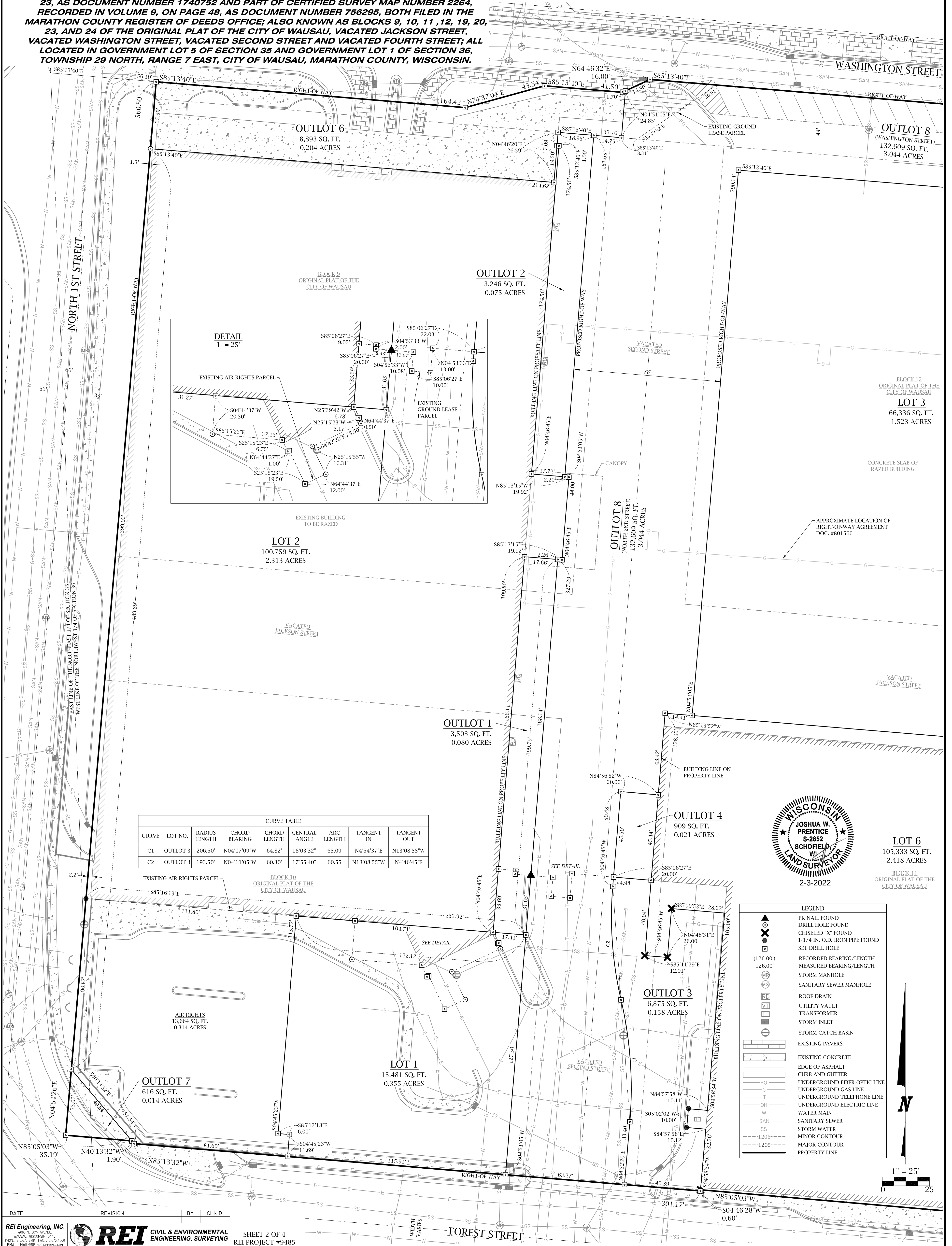
DATED THIS 3rd DAY OF February 2022

REI ENGINEERING, INC.
JOSHUA W. PRENTICE
W PL S S-2852



PRELIMINARY PLAT OF
ALEXANDER DAVIS PLAT

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752 AND PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALSO KNOWN AS BLOCKS 9, 10, 11, 12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU, VACATED JACKSON STREET, VACATED WASHINGTON STREET, VACATED SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



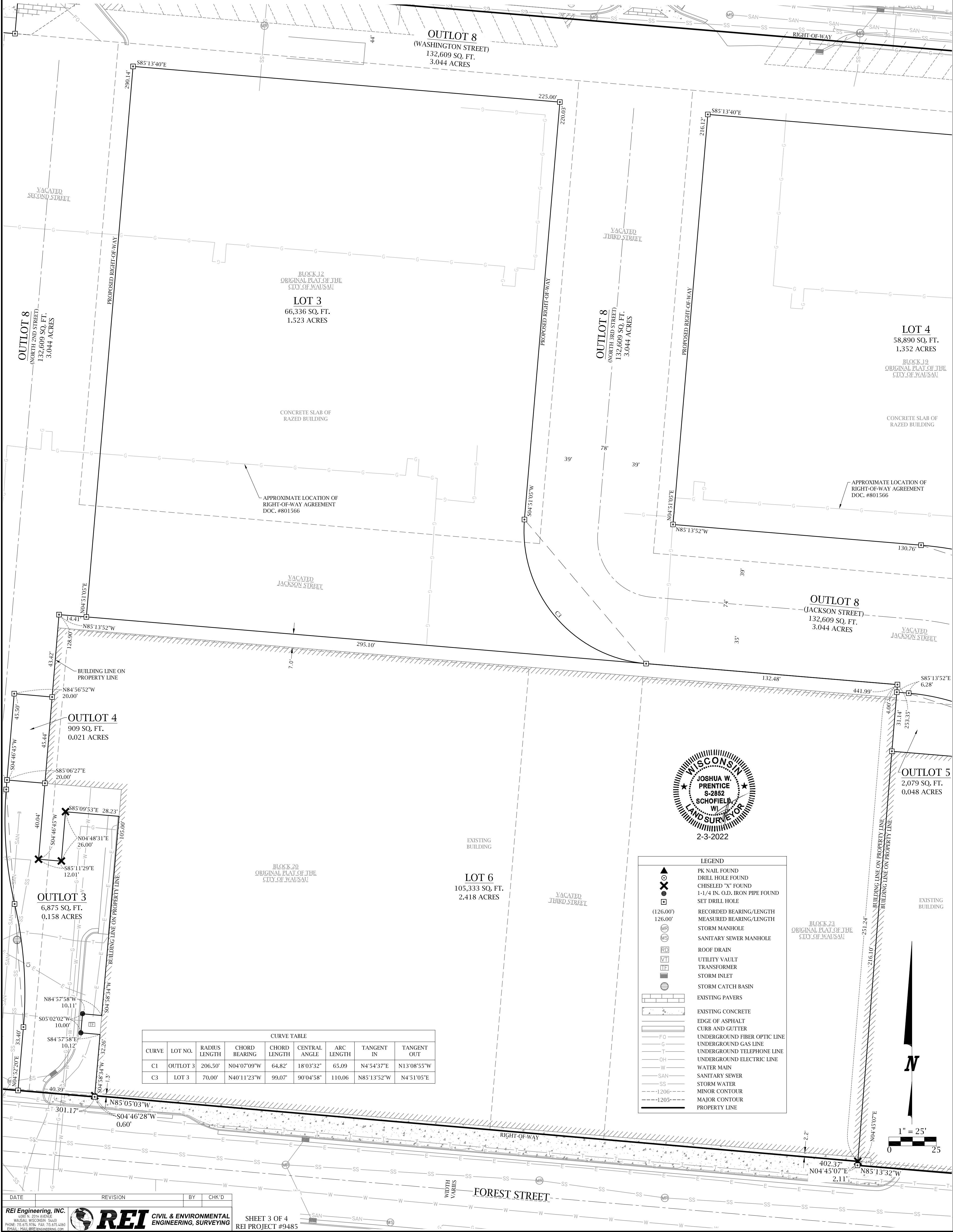
CURVE TABLE								
CURVE	LOT NO.	RADIUS LENGTH	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	OUTLOT 3	206.50'	N04°07'09"W	64.82'	18°03'32"	65.09	N4°54'37"E	N13°08'55"W
C2	OUTLOT 3	193.50'	N04°11'05"W	60.30'	17°55'40"	60.55	N13°08'55"W	N4°46'45"E

DATE	REVISION	BY	CHK'D
REI Engineering, INC. 4080 N. 20th AVENUE WAUSAU, WISCONSIN 54401 PHONE: 715.675.9784 FAX: 715.675.4080 EMAIL: MAIL@REIENGINEERING.COM			
 REI		CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING	

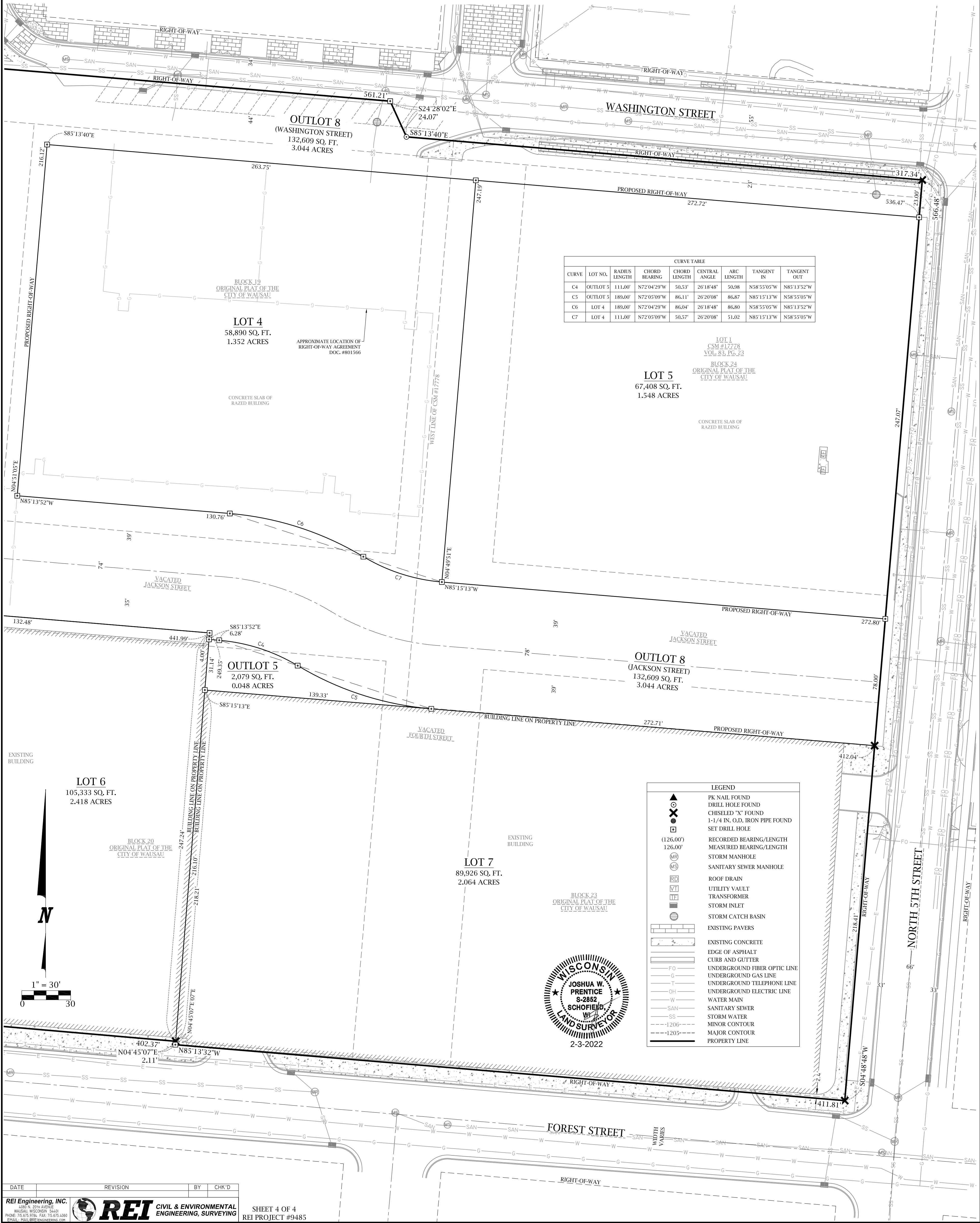
SHEET 2 OF 4
REI PROJECT #9485

PRELIMINARY PLAT OF
ALEXANDER DAVIS PLAT

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752 AND PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALSO KNOWN AS BLOCKS 9, 10, 11, 12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU, VACATED JACKSON STREET, VACATED WASHINGTON STREET, VACATED SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



PRELIMINARY PLAT OF
ALEXANDER DAVIS PLAT
ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752 AND PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALSO KNOWN AS BLOCKS 9, 10, 11, 12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU, VACATED JACKSON STREET, VACATED WASHINGTON STREET, VACATED SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving termination of recorded Deed Restrictions and recording revised Deed Restriction for 715, 717, 719, 721 and 723 S. 72nd Avenue

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0105

Date Introduced: March 8, 2022

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, Jason Amrani, manager of R3JAS3 LLC, who purchased the property at 715,717, 719, 721 and 723 S. 72nd Avenue in December of 2021, approached the City regarding revising the deed restrictions that were recorded with the recent transaction; and

WHEREAS, City staff drafted new deed restrictions specific to the subject property; and

WHEREAS, your Economic Development Committee, at their March 1, 2022 meeting, discussed and recommend terminating the recorded Deed Restrictions and recording revised Deed Restrictions for 715, 717, 719, 721 and 723 S. 72nd Avenue.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve terminating the recorded Deed Restriction for 715, 717, 719, 721 and 723 S. 72nd Avenue and recording the attached revised Deed Restrictions.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date | time Tuesday, March 1, 2022, at 5:00 P.M. | *Meeting called to order by* Neil at 5:00 P.M.

In Attendance

Members Present: Tom Neal (C), Sarah Watson, Lisa Rasmussen, Tom Kilian
Member Excused: Becky McElhaney
Others Present: Mayor Rosenberg, Liz Brodek, Attorney Anne Jacobson, Randy Fflick, MaryAnne Groat, Tammy Stratz, Doug Diny, Gary Gisselman, Nick Patterson (T. Wall, Webex), Jason Armani (Webex)

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

Agenda Item 3 – Termination of recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 715, 717, 719, 721 and 723 S. 72nd Avenue (Fflick)

Fflick said this item is related to the new deed restrictions discussed in the previous agenda item. Fflick explained Jason Armani, owner of R3JAS3, LLC, bought property at 715-723 S 72nd Avenue in December 2021 and approached city staff about removing the deed restrictions on it. Fflick then advised Armani there were revisions to the deed restrictions in the works that may address Armani's request. Fflick explained commencement/completion dates in the deed restrictions don't make much sense in situations like Armani's because there's already a building on the property.

Jason Armani referred to Item #11 on the Standard Deed Restrictions for Wausau Business Campus, which he requested a revision on. He explained the way it is written now gives the city the ability to do anything it wishes with the parcel, which is unnerving. Armani referenced earlier discussions with Fflick as to what the cities concerns are in relinquishing this provision. Fflick explained it could be related to potential future easements the city would have to pay for if the current language in the Deed Restrictions didn't exist. Armani proposed to give the city unilateral ability by resolution to an easement at no cost to the city, so the language in the Deed Restrictions can be less restrictive.

Neal asked if the highlighted section on the handout is the desired change of the city's or Armani's. Fflick replied the alteration came from Armani. Fflick stated staff felt it was a decision for the committee to make and in agreement, staff will work with the attorney's office to make the administrative changes.

Armani clarified he is specifically requesting change to the verbiage "provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land or they may exempt the land or any portion of the land..." Armani explained it would make sense if the land had not been built on, but this provision allows the city to change the rules at any point.

Atty. Jacobson stated she's received numerous requests to change the deed restrictions but is unsure how the committee feels about having a uniform set applied to everyone at the business campus. Atty. Jacobson stated #11 is in every business's deed restrictions but may not be consistent because other businesses have approached the committee about changing certain provisions. She explained that any change would reduce the city's power and ability over the property, but she is okay with it legally if the committee wants to grant Armani's request. She also explained the committee may encounter more of these as individual businesses negotiate their own deed restrictions.

Rasmussen commented if standard deed restrictions are going to be customized, there may need to be a change to #11 so it's effective but less scary. She explained the restrictions not only allow control on the use and purpose of sites but also to ensure tax base and job creation is maximized. Rasmussen suggested reviewing issues with #11 to prevent so many re-reviews.

Atty. Jacobson said to get all current owners in the business campus to agree to and then record a new set of deed restrictions would be a very involved and time-consuming process.

Neal asked if Rasmussen made a motion to approve the requested change with the caveat that staff will review #11 to see if the verbiage can be tweaked for future use. Rasmussen added a grandfathered date should be established because she doesn't expect staff to re-negotiate with 50 other businesses and replied, "so moved" to the motion as presented by Neal. Seconded by Watson.

Fifrick added it is the intent the new restrictions would be used going forward and would not go back to current owners.

Kilian asked Armani what his greatest fears are with the language. Armani replied, the perpetual state of uncertainty.

To: City Council

From: Randy Fifrick, Economic Development Manager

Date: March 8, 2022

Re: Termination of Recorded Deed Restrictions and
Recording Set of Revised Deed Restrictions for
715, 717, 719, 721 and 723 S. 72nd Avenue



City Staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. That set of revised deed restrictions is currently being reviewed by the Economic Development Committee (EDC) and will be coming to the Council in April. The purpose of the deed restrictions document is two-fold. First off, protecting the City's interest in ensuring that taxes are recovered from the sale of discounted land within the Business Campus. Secondly, ensuring orderly development which complies with City regulations and requires

Jason Amrani, Manager of R3JAS3 LLC, who bought property at 715 - 723 S. 72nd Ave in December of 2021 has approached the City about revising the deed restrictions recorded with this recent purchase. This property currently has two sets of deed restrictions on it that were approved in 1990 and 1996.

In revising these restrictions for the R3JAS3 property, I started with the proposed new standard deed restrictions that are under review by the EDC. Those restrictions were then tweaked slightly to remove what would be specific to vacant parcels with a new build happening on them. For example, I pulled the items regarding buy back provisions for commencement and completion as those are already complete and fulfilled.

Jason's preference is to have all deed restrictions on this property removed. Specifically, we had in-depth conversations about Provision #11 in the attached draft document. At their meeting on March 1st, the EDC agreed to recommend the language proposed by Mr. Armani and Staff has incorporated that into the documents you see in the packet.

Staff recommends the City approve the termination of the current recorded deed restrictions for 715, 717, 719, 721 and 723 S. 72nd Avenue and recording the new set of revised deed restrictions.

CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS – EXISTING PROPERTIES

1. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
2. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
3. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
4. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
5. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
6. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
7. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
8. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
9. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
11. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances. The CITY may, unilaterally, in the future, by Resolution, require Grantee to grant the City any easement needed for public purposes without cost to the City.
12. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed, that have not been formally rescinded by the CITY. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
13. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
14. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

936877

936877

1990 Recorded Deed Restrictions

DOCUMENT NO.

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2-1092
544 PAGE 178

936877 - sm
91-29-7

City of Wausau, a municipal corporation of the
State of Wisconsin,

convey and warrants to Edwin F. Jablonski, a two-thirds
interest in, and Barbara R. Wohlfahrt, a one-third
interest in, as tenants in common,

the following described real estate in Marathon County,
State of Wisconsin:

Land described in Certified Survey Map No. 4785 recorded in the office of the
Register of Deeds for Marathon County, Wisconsin, in Volume 17 of Certified
Survey Maps on page 253; being a part of the North one-half (N $\frac{1}{2}$) of the
Northwest fractional quarter (NW $\frac{1}{4}$) of Section thirty-one (31), Township
twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon
County, Wisconsin.

544
Patricia F. Brady
Prime Properties
(see envelope)
pdsch 2.00
Tax Parcel No: 2907-312-990

FEE

877.25 U2
EXEMPT

This is not a homestead property.
(is) (is not)

Exception to warranties: Subject to covenants, conditions and restrictions attached
hereto and marked "Exhibit A."

day of

October

19 90

CITY OF WAUSAU BY:

John Robinson, Mayor

Gary Lee Klingbeil, Clerk

Gary Lee Klingbeil, Clerk

AUTHENTICATION

Signature(s)

authenticated this day of 19

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not
authorized by § 708.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
William F. Nagle, City Attorney for the
CITY OF WAUSAU, 407 MYNNE STREET,
WAUSAU, WI 54401-6783

(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Marathon County

Personally came before me this day of
October 19 90 the above named

John Robinson, Mayor, and
Gary Lee Klingbeil, Clerk for
the City of Wausau,

to me known to be the person who executed the
foregoing instrument and acknowledged the same

Joan L. Hechlike

Notary Public
My Commission is permanent (If not, state expiration
date: 6/27 1993)

*Names of persons signing in any capacity should be typed or printed below their signature

WARRANTY DEED

STATE BAR OF WISCONSIN
Form 2-1092

DEED RESTRICTIONS

1. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

2. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.

14. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

15. All buildings and improvements on the property, with the exception of the initially constructed building, shall be subject to the approval of CITY.

16. On or within 60 days of October 10, 1995, CITY and Edwin F. Jablonski and Barbara R. Wohlfahrt and/or any grantees and/or successors in interest of Edwin F. Jablonski and Barbara R. Wohlfahrt shall meet and review plans for unused property on the 3.93-acre site; and if it is mutually determined that some of the property will not be used for development by Edwin F. Jablonski and Barbara R. Wohlfahrt and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$3,500.00 per acre plus 5 percent interest per year.

17. At least one building shall be constructed on the property within one year of date of closing, the building to be at least 125 feet by 80 feet.

18. An addition to the building currently owned by Major Industries to the south of the parcel, of approximately 60 feet by 80 feet shall be constructed within one year of closing.

19. Prior to the construction of any additional buildings on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

20. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

21. These restrictions supercede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

RECD FOR RECORDS
TIME 12:19 PM
DEC 14 1990
PATRICK D. BRAATZ
REGISTER OF DEEDS

1996 Recorded Deed Restrictions

Vol 767 Pmt 1192

767-1192
12-31-96

STATE BAR OF WISCONSIN FORM 2 - 1982
WARRANTY DEED

DOCUMENT NO.

City of Wausau, a municipal corporation of the
State of Wisconsin,

conveys and warrants to Roland R. McNutt, Jr. Revocable Trust
dated January 1, 1992.

the following described real estate in Marathon County,
State of Wisconsin:

Land described in Certified Survey Map No. 4785
recorded in the office of the Register of Deeds for
Marathon County, Wisconsin, in Volume 17 of
Certified Survey Maps on page 253; being a part
of the North one-half (N 1/2) of the Northwest
fractional quarter (NW fr'1 1/4) of Section thirty-
one (31), Township twenty-nine (29) North, Range
seven (7) East, in the City of Wausau, Marathon
County, Wisconsin

1092409
CITY WAUSAU/MCNUTT

REGISTER'S OFFICE
MARATHON COUNTY, WI
12-31-1996 11:21 AM

VOLUME 167 OF MICRO
RECORDS ON PAGE 1187

Michael J. Sydnor

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Office of City Attorney
City Hall, 407 Grant Street
Wausau, WI 54403-4783

(\$14 Charge to City of Wausau)

37.291.4.2907.312.0982 ✓

PARCEL IDENTIFICATION NUMBER

EXEMPT 77.25(2)

This is not
(a) (b) homestead property.

Exception to warranties: Subject to covenants, conditions and restrictions attached hereto
and marked "Exhibit A."

Given this 30th day of December, A.D., 1996

CITY OF WAUSAU BY:
Philip E. Valitchka (SEAL)

Philip E. Valitchka, Acting Mayor

Doris Carlson (SEAL)

Doris Carlson, Deputy Clerk

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

William P. Nagle, City Attorney for the
City of Wausau, 407 Grant Street,
Wausau, WI 54403-4783.

(Signatures may be authenticated or acknowledged. Both are not
necessary.)

ACKNOWLEDGMENT

State of Wisconsin,

Marathon County

Personally came before me this 30th day
December, 1996

Philip E. Valitchka, Acting Mayor
and Doris Carlson, Deputy Clerk
for the City of Wausau

to me known to be the person(s)
instrument and acknowledge the same.

• Joan L. Heshlke
Notary Public, Marathon County, Wis.

My commission is permanent. (If not, state expiration date:
6/22, 1997.)

DEED RESTRICTIONS ✓

1. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

2. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.
12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.
13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.
14. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.
15. On or within 60 days of October 2, 1997, CITY and Roland R. McNutt, Jr. Revocable Trust dated January 1, 1992, and/or any grantees and/or successors in interest of Roland R. McNutt, Jr. Revocable Trust dated January 1, 1992, shall meet and review plans for unused property on the 3.93-acre site; and if it is mutually determined that some of the property will not be used for development by Roland R. McNutt, Jr. Revocable Trust dated January 1, 1992, and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$16,250 per acre plus 5 percent interest per year.
16. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.
17. GRANTEE agrees to upgrade the exterior of the existing building on the premises and to landscape the property surrounding the building—all pursuant to plans approved by CITY.
18. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
19. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
20. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

1092609
CITY MARSHALL/MCNUTT

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

RESOLUTION OF THE FINANCE COMMITTEE

Rescinding prior resolution #12-0705, Joint Resolution of the Economic Development and Finance Committees approving the sale of land to be surveyed in the Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and reverse Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000, adopted September 24, 2019

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 12-0705

Date Introduced: March 8, 2022

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 (“City”) is a home rule municipal corporation in accordance with Article XI, Section 3 of the Constitution of the State of Wisconsin; and

WHEREAS, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Common Council, at their meeting of September 24, 2019, approved Resolution No. 12-0705, “Approving the sale of to be surveyed Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and reverse Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000; and

WHEREAS, a draft development was forwarded to the owner for review; and

WHEREAS, on February 2, 2022, the owner communicated to the City that he was not able to move forward with his intended project at this time or in the near future; and

WHEREAS, your Finance Committee, at their February 22, 2022 meeting, discussed and recommended rescinding Resolution No. 12-0705, “Approving the sale of to be surveyed Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and reverse Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.
2. The purpose of this Resolution is to rescind and nullify Resolution No. 12-0705 dated September 24, 2019.
3. The Common Council hereby rescinds and nullifies Resolution No. 12-0705 dated September 24, 2019.
4. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.
5. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 22, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Deb Ryan, and Dawn Herbst

Others Present: Maryanne Groat, Toni Vanderboom, Bob Barteck, Ben Bliven, Liz Brodek, Randy Fifrick, Anne Jacobson, Katie Rosenberg, Kraig Kruzan, Quinn Ambrosius, Rick Rubow, Scott Boers, Eric Lindman, Jamie Polley, Mary Goede, Kaitlyn Bernarde

Discussion and possible action on rescinding prior resolution #12-0705, Joint Resolution of the Economic Development and Finance Committees approving the sale of to be surveyed Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and reverse Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000, adopted September 24, 2019

Randy Fifrick, Economic Development, explained the Attorney's Office has been trying to get in contact with Mr. Thorson for some time to determine his intent. A certified letter was sent to him and responded back that due to circumstances of what has been happening over the last couple years and building costs increasing tremendously, business expansion is questioned.

Rasmussen questioned if they were to rescind the agreement and the land reverts to the city, would it be made available for development for anyone that wants it. Fifrick confirmed as soon as the agreement is rescinded the land will be made available for development.

Motion by Ryan, second by Herbst to rescind prior resolution #12-0705. Motion carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

STAFF MEMORANDUM

TO: Finance Committee

FROM: Anne Jacobson, City Attorney *aj*

DATE: February 17, 2022

RE: Rescinding Resolution Approving the Sale of to be Surveyed Wausau
Business Campus Expansion Area Land at 9500-9600 Innovation Way to
Composite Envisions

Purpose: Consider rescinding resolution #12-0705, Joint Resolution of the Economic Development and Finance Committees approving the sale of a portion of land to be surveyed in the Wausau Business Campus expansion area at 9500-9600 Innovation Way to Composite Envisions (or their assignee) for \$1,00 and reverse Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000, adopted September 24, 2019.

Background: Council approved the sale of land at 9500-9600 Innovation Way to Composite Envisions, or their assignee, and the approval of a development agreement allowing for a maximum of \$49,000 in reverse TIF payments to facilitate the new construction on September 24, 2019.

A draft development agreement was forwarded to Cory Thorson, owner of Composite Envision, on two separate occasions for review. Other multiple attempts were made to communicate with Mr. Thorson on the status of the agreement and closing.

On January 18, 2022, a certified letter was mailed to Mr. Thorson outlining the attempts made to reach him on the status of the agreement and closing. A deadline of February 15, 2022 was given for him to respond to the City on his intentions regarding the property.

On January 28, 2022, Mr. Thorson emailed Randy Fifrick explaining his situation and asked to speak with Randy.

On February 2, 2022, Randy and Cory spoke over the phone. Cory explained that he was not able to move forward with his intended project at this time or in the near future. Randy explained the city would recommend rescinding the September 24, 2019 resolution to the appropriate committee and council.

Recommendation: Approval, to withdraw the proffered development agreement and offer of TIF payments.

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Approving the sale of to be surveyed Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and reverse Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000.

Committee Action: ED: Approved 5-0
 Fin: Approved 3-0

Fiscal Impact:

File Number: 12-0705

Date Introduced: September 24, 2019

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☐	
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>\$49,000 reverse TIF payment</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 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	
	<i>TID Source: Increment Revenue ☒ Debt Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS, the City originally established the Wausau Business Campus to encourage job growth and facilitate quality commercial and industrial infrastructure, and expanded the campus with the Expansion Area acquisition in 2016;

WHEREAS, the City has a long and successful track record of public-private partnerships for development throughout the City and within the Wausau Business Campus which includes the sale and optioning of land for industrial and commercial growth and the use of tax increment financing tools; and

WHEREAS, Composite Envisions is seeking to build a new, larger and more aesthetically pleasing facility that is approximately 25,000 square feet with a minimum construction value of \$2,000,000; and

WHEREAS, the construction of a new facility will give Composite Envisions the physical space to add an additional 5 employees within 2 years; and

WHEREAS, the Tax Increment District #11 Plan was approved to facilitate the development of taxable value and job creation in the Wausau Business Campus which this project clearly meets and furthers the City's goals of the Wausau Business Campus.

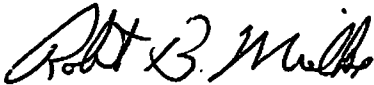
NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Wausau instructs staff to survey and sell a portion of Wausau Business Campus Expansion Area land to Composite Envisions for \$1.00.

BE IT FURTHER RESOLVED, that the Common Council of the City of Wausau finds the following:

- That the development of a new facility would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Eleven.
- That the financial assistance will be supported by a development agreement.
- The developer incentives for are an eligible expense under the tax increment financing laws;
- That this project furthers the purposes of Tax Increment Financing and the objectives of the Tax Increment District Number Eleven Project Plan objectives;
- That incentives and refund payments made at the discretion of the common council is a listed project plan cost within the Tax Increment District Eleven Project Plan;

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby instructed to sign a development agreement to allow a maximum of \$49,000 in reverse TIF payments to facilitate the project.

Approved:



Robert B. Mielke, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Approving terms of Settlement Agreement between WDNR and the City of Wausau, providing for dismissal of both Contested Case and Petition for Judicial Review (Marathon County Case No. 19CV32)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 22-0305

Date Introduced: March 8, 2022

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, WDNR issued a Wisconsin Pollution Discharge Elimination System (“WPDES”) permit to the City that contains water quality based effluent limitations (“WQBELs”) for phosphorus, Permit No. WI-0025739-09-0 (“Permit”); and

WHEREAS, the City filed a Petition for Contested Case and a Petition for Judicial Review on January 11, 2019, which both challenge the reasonableness and necessity of the effluent limitations for phosphorus in Sections 3.2.1, 3.2.1.3, 3.2.1.4, 3.2.1.5, and 3.2.1.6 of the Permit, and the related compliance schedule in Section 5.1; and

WHEREAS, the City and the WDNR have reached an agreement regarding the issues raised in the City’s Petition for Contested Case and Petition for Judicial Review; and

WHEREAS, your Wausau Water Works Commission, at their March 1, 2022 meeting, recommended approving the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Settlement Agreement which will resolved Marathon County Case No. 19CV32.

Approved:

Katie Rosenberg, Mayor



Minutes of March 1, 2022

A meeting of the Wausau Water Works Commission was called to order at 6:00 p.m. in City Hall on Tuesday, March 1st, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on February 25, 2022.

Members Present: President Rosenberg, Commissioners Herbst, Gehin, Force, Robinson Others Present: Eric Lindman, Scott Boers, Ben Brooks, Valerie Swanborg, Debra Ryan, Tom Kilian, Anne Jacobson, Stephen Opatik/ Becher-Hoppe, Susan Wojtkiewicz/ Donohue, Andrew Dow/ Donohue, Mike Gerbitz/ Donohue Via WebEx: Dan Bauman, Lou Larson, MaryAnne Groat

6) Discussion and Possible Action on Approving terms of Settlement Agreement between Wisconsin Department of Natural Resources (WDNR) and the City of Wausau, providing for dismissal of both Contested Case and Petition for Judicial Review (Marathon County Case No. 19CV32).

Lindman stated when the first permit came out there was no total maximum daily load (tmdl), we had a low phosphorous limit, so we contested the permit.

Jacobson stated we've been at this since 2019, challenging the discharge permit agency level before the DNR and at circuit court level. Nothing has happened at the circuit court level. We've petitioned for contested case hearing at DNR and they've accepted it and we kept negotiating on terms of permit and accepted staff's request for construction deadline to remain 6/30/2023 with the compliance date 6 months thereafter to 12/30/2023. There is a public comment/hearing of 70 days but as long as we don't have a third-party challenge, then the contested claim would be dismissed.

Gehin motioned to approve terms of settlement agreement between WDNR and City of Wausau, providing for dismissal of both contested case and petition for judicial review. Seconded by Herbst. Motion carried 5-0.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made effective this ____ day of March, 2022 between the Wisconsin Department of Natural Resources (“WDNR”) and the City of Wausau (“City”) to resolve a pending contested case challenge brought by the City.

BACKGROUND

WHEREAS, WDNR issued a Wisconsin Pollution Discharge Elimination System (“WPDES”) permit to the City that contains water quality based effluent limitations (“WQBELs”) for phosphorus, Permit No. WI-0025739-09-0 (“Permit”);

WHEREAS, the City filed a Petition for Contested Case and a Petition for Judicial Review on January 11, 2019, which both challenge the reasonableness and necessity of the effluent limitations for phosphorus in Sections 3.2.1, 3.2.1.3, 3.2.1.4, 3.2.1.5, and 3.2.1.6 of the Permit, and the related compliance schedule in Section 5.1.

WHEREAS, the City and the WDNR have reached an agreement regarding the issues raised in the City’s Petition for Contested Case and Petition for Judicial Review.

IT IS HEREBY AGREED:

1. No later than thirty (30) days following the effective date of this Agreement, WDNR shall provide public notice, in accordance with Wis. Stat. § 283.39, of a proposed modification of the Permit (“Public Notice Date”), with terms and conditions as set forth in Attachment A (“Modified Permit”).
2. The City’s limits and schedule for phosphorus are set forth in §§ 3.2.1, 3.2.1.3, and 5.1 of the Modified Permit.
3. The City retains its right to request a variance under applicable law including, in particular, Wis. Stat. §§ 283.15 and 283.16.
4. Following the public notice and comment period, if the Permit is modified according to the terms of Attachment A and no timely third-party challenge to the Modified Permit is filed, the City shall withdraw the Petition for Contested Case and Petition for Judicial Review filed on January 11, 2019, within seventy (70) days after notice of final decision of the effective date of the Modified Permit.

5. If the Permit is modified according to the terms of Attachment A anytime within sixty (60) days following the Public Notice Date, WDNR and the City agree they will not seek review pursuant to Wis. Stat. §§ 283.63 or 227.42 of the Modified Permit.

6. If the Permit is not modified according to the terms of Attachment A anytime within sixty (60) days following the Public Notice Date, the City may continue to pursue its Petition for contested Case and Petition for Judicial Review.

7. The City expressly reserves and retains its right to challenge any terms and conditions contained in the Modified Permit to the extent the Modified Permit contains terms and conditions that are contrary to the terms and condition contained in Attachment A. Nothing in this Agreement affects the City's ability to challenge terms and conditions of future WPDES permits.

8. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original.

CITY OF WAUSAU

By: _____

Katie Rosenberg
Mayor, City of Wausau

WISCONSIN DEPARTMENT of NATURAL RESOURCES

By: _____

Preston D. Cole, Secretary



WPDES PERMIT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
**PERMIT TO DISCHARGE UNDER THE WISCONSIN POLLUTANT DISCHARGE
ELIMINATION SYSTEM**

Wausau Water Works

is permitted, under the authority of Chapter 283, Wisconsin Statutes, to discharge from a facility
located at

435 Adrian Street, Wausau, WI 54403
NW ¼ of NW ¼ of Section 1, T28N, R7E, City of Wausau, Marathon County
to

**the Wisconsin River located in the Lower Eau Claire River Watershed
of the Central Wisconsin River Basin in Marathon County**

Outfall: Lat: 44.94404° N / Lon: 89.62826° W

in accordance with the effluent limitations, monitoring requirements and other conditions set
forth in this permit.

The permittee shall not discharge after the date of expiration. If the permittee wishes to continue to discharge after this expiration date an application shall be filed for reissuance of this permit, according to Chapter NR 200, Wis. Adm. Code, at least 180 days prior to the expiration date given below.

State of Wisconsin Department of Natural Resources
For the Secretary

By

Geisa Thielen
Wastewater Field Supervisor

Date Permit Signed/Issued for Modification

PERMIT TERM: EFFECTIVE DATE – January 01, 2019
EFFECTIVE DATE OF MODIFICATION: July 01, 2022

EXPIRATION DATE - December 31, 2023

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1 Influent Requirements

1.1 Sampling Point(s)

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, WasteType/Sample Contents and Treatment Description (as applicable)
701	Representative composite influent samples shall be taken from the influent pump discharge pipe.

1.2 Monitoring Requirements

The permittee shall comply with the following monitoring requirements.

1.2.1 Sampling Point 701 - INFLUENT TO PLANT

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Flow Rate		MGD	Continuous	Continuous	
BOD ₅ , Total		mg/L	5/Week	24-Hr Flow Prop Comp	
Suspended Solids, Total		mg/L	5/Week	24-Hr Flow Prop Comp	
Mercury, Total Recoverable		ng/L	Monthly	24-Hr Flow Prop Comp	See subsections 1.2.1.1 and 1.2.1.2.
Cadmium, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See subsection 1.2.1.2.
Chromium, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See subsection 1.2.1.2.
Copper, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See subsection 1.2.1.2.
Cyanide, Total		µg/L	Monthly	24-Hr Flow Prop Comp	See subsection 1.2.1.2.
Lead, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See subsection 1.2.1.2.
Nickel, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See subsection 1.2.1.2.
Silver, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See subsection 1.2.1.2.
Zinc, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See subsection 1.2.1.2.

1.2.1.1 Mercury Monitoring

The permittee shall collect and analyze all mercury samples according to the data quality requirements of ss. NR 106.145(9) and (10), Wisconsin Administrative Code. The limit of quantitation (LOQ) used for the effluent and field blank shall be less than 1.3 ng/L, unless the samples are quantified at levels above 1.3 ng/L. The permittee shall

collect at least one mercury field blank for each set of mercury samples (a set of samples may include combinations of intake, influent, effluent or other samples all collected on the same day). The permittee shall report results of samples and field blanks to the Department on Discharge Monitoring Reports.

1.2.1.2 Sample Analysis for Pretreatment Parameters

These are pretreatment parameters. Sampling for pretreatment parameters shall be done during a day each month when industrial discharges are occurring at normal to maximum levels. The sampling of the effluent for these parameters shall be coordinated with the sampling of influent.

Samples shall be analyzed using a method which provides adequate sensitivity so that results can be quantified, unless not possible using the most sensitive approved method.

2 In-Plant Requirements

2.1 Sampling Point(s)

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, Waste Type/Sample Contents and Treatment Description (as applicable)
104	The field blank shall be collected using standard handling procedures every day that mercury samples are collected at influent and effluent.

2.2 Monitoring Requirements and Limitations

The permittee shall comply with the following monitoring requirements and limitations.

2.2.1 Sampling Point 104 - Mercury field blank

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Mercury, Total Recoverable		ng/L	Monthly	Blank	See subsection 2.2.1.1 for mercury monitoring requirements.

2.2.1.1 Mercury Monitoring

The permittee shall collect and analyze all mercury samples according to the data quality requirements of ss. NR 106.145(9) and (10), Wisconsin Administrative Code. The limit of quantitation (LOQ) used for the effluent and field blank shall be less than 1.3 ng/L, unless the samples are quantified at levels above 1.3 ng/L. The permittee shall collect at least one mercury field blank for each set of mercury samples (a set of samples may include combinations of intake, influent, effluent or other samples all collected on the same day). The permittee shall report results of samples and field blanks to the Department on Discharge Monitoring Reports.

3 Surface Water Requirements

3.1 Sampling Point(s)

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, WasteType/Sample Contents and Treatment Description (as applicable)
001	Representative effluent samples, except those for fecal coliform, shall be collected at the disinfection channel prior to disinfection; samples for fecal coliform shall be collected after disinfection.
601	Temperature and flow of the Wisconsin River shall be monitored for determination of Wasteload Allocated (WLA) limits at Outfall 001. See subsections below for specific monitoring information.

3.2 Monitoring Requirements and Effluent Limitations

The permittee shall comply with the following monitoring requirements and limitations.

3.2.1 Sampling Point (Outfall) 001 - EFFLUENT TO WISCONSIN RIVER

Monitoring Requirements and Effluent Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Flow Rate		MGD	Continuous	Continuous	
BOD ₅ , Total	Monthly Avg	30 mg/L	5/Week	24-Hr Flow Prop Comp	
BOD ₅ , Total	Weekly Avg	45 mg/L	5/Week	24-Hr Flow Prop Comp	
WLA BOD ₅ Discharged	Daily Max - Variable	lbs/day	5/Week	Calculated	See section 3.2.1.2.
WLA Value		lbs/day	5/Week	See Table	Report applicable variable limit on DMR. See section 3.2.1.2 for variable limits.
Suspended Solids, Total	Monthly Avg	30 mg/L	5/Week	24-Hr Flow Prop Comp	
Suspended Solids, Total	Weekly Avg	45 mg/L	5/Week	24-Hr Flow Prop Comp	
Phosphorus, Total	Monthly Avg	1.0 mg/L	5/Week	24-Hr Flow Prop Comp	
Phosphorus, Total	Monthly Avg	34 lbs/day	5/Week	Calculated	Final TMDL SSC-derived mass limit. Monitoring only upon permit effective date. See section 3.2.1.3. Final limit goes into effect pursuant to the phosphorus compliance schedule at section 5.1.

Monitoring Requirements and Effluent Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Phosphorus, Total		lbs/month	Monthly	Calculated	Calculate the Total Monthly Discharge of phosphorus and report on the last day of the month on the DMR. See TMDL section below.
Phosphorus, Total		lbs/yr	Monthly	Calculated	Calculate the 12-month rolling sum of total monthly mass of phosphorus discharged and report on the last day of the month on the DMR. See TMDL section below.
pH Field	Daily Max	9.0 su	5/Week	Grab	
pH Field	Daily Min	6.0 su	5/Week	Grab	
Fecal Coliform	Geometric Mean - Monthly	400 #/100 ml	Weekly	Grab	Monitoring and limits apply May 1 through September 30 annually.
Fecal Coliform	Geometric Mean - Wkly	656 #/100 ml	Weekly	Grab	Monitoring and limits apply May 1 through September 30 annually.
Nitrogen, Ammonia (NH ₃ -N) Total		mg/L	Monthly	24-Hr Flow Prop Comp	Monitor Only - November 1 through April 30 annually.
Nitrogen, Ammonia (NH ₃ -N) Total		mg/L	Quarterly	24-Hr Flow Prop Comp	Monitor Only - May 1 through October 31 annually.
Nitrogen, Total Kjeldahl		mg/L	Quarterly	24-Hr Flow Prop Comp	
Nitrogen, Nitrite + Nitrate Total		mg/L	Quarterly	24-Hr Flow Prop Comp	
Nitrogen, Total		mg/L	Quarterly	Calculated	
Hardness, Total as CaCO ₃		mg/L	Monthly	24-Hr Flow Prop Comp	
Copper, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See section 3.2.1.4.
Cadmium, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See section 3.2.1.4.
Chromium, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See section 3.2.1.4.
Lead, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See section 3.2.1.4.
Nickel, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See section 3.2.1.4.
Silver, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See section 3.2.1.4.

Monitoring Requirements and Effluent Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Zinc, Total Recoverable		µg/L	Monthly	24-Hr Flow Prop Comp	See section 3.2.1.4.
Cyanide, Total		µg/L	Monthly	24-Hr Flow Prop Comp	See section 3.2.1.4.
Mercury, Total Recoverable	Daily Max	3.8 ng/L	Monthly	Grab	This is an Alternative Mercury Effluent Limit. See sections 3.2.1.5 for mercury monitoring requirements and 3.2.1.6 for mercury variance information.
Pentachloro- phenol		µg/L	Monthly	Grab	
Acute WET		TU _a	See Listed Qtr(s)	24-Hr Flow Prop Comp	See section 3.2.1.7 for Whole Effluent Toxicity (WET) testing dates and WET requirements.
Chronic WET		TU _c	See Listed Qtr(s)	24-Hr Flow Prop Comp	See section 3.2.1.7 for Whole Effluent Toxicity (WET) testing dates and WET requirements.

3.2.1.1 Annual Average Design Flow

The annual average design flow of the permittee's wastewater treatment facility is 8.2 MGD.

3.2.1.2 Waste Load Allocation (WLA) Limits for BOD5

WASTELOAD ALLOCATED (WLA) LIMITS IN LBS/DAY FOR BOD5

RIVER MILE 265.0 TO 260.0

MAY-JUNE

River Temperature (previous day average in °F)	Flow at Rothschild Dam (previous day average in cfs)																	
	980 or Less	981 to 1220	1221 to 1470	1471 to 1730	1731 to 1990	1991 to 2260	2261 to 2540	2541 to 2830	2831 to 3130	3131 to 3430	3431 to 3780	3781 to 4230	4231 to 4730	4731 to 5250	5251 to 5780	5781 to 6340	6341 to 6910	6911 or More
	← A →		← B →			← C →												
≥78	1314	1275	1321	1422	1494	1541	1624	1729	1862	2002	2179	2406	2709	3051	3415	3822	4103	4597
74 to 77	1213	1228	1339	1462	1617	1610	1736	1898	2078	2287	2507	2806	3195	3620	4103	4456	5097	5811
70 to 73	1152	1213	1350	1476	1552	1700	1880	2089	2147	2586	2864	3235	3728	4103	4716	5433	6236	6982
66 to 69	1170	1253	1412	1534	1696	1905	2143	2413	2712	3029	3372	3840	4244	4961	5757	6640	7616	7706
62 to 65	1195	1394	1534	1721	1959	2240	2557	2907	3278	3685	4103	4525	5353	6279	7317	7706	7706	7706
58 to 61	1350	1538	1761	2046	2384	2773	3195	3656	4103	4492	5105	5944	7065	7706	7706	7706	7706	7706
54 to 57	1541	1804	2165	2590	3069	3599	4103	4622	5339	6131	7000	7706	7706	7706	7706	7706	7706	7706
50 to 53	1844	2291	2838	3454	4103	4708	5577	6546	7605	7706	7706	7706	7706	7706	7706	7706	7706	7706
46 to 49	2413	3123	3959	4658	5721	6928	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706
42 to 45	3404	4298	5598	7112	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706
≤41	4921	6787	7707	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706

JULY-AUGUST

River Temperature (previous day average in °F)	Flow at Rothschild Dam (previous day average in cfs)																	
	980 or Less	981 to 1220	1221 to 1470	1471 to 1730	1731 to 1990	1991 to 2260	2261 to 2540	2541 to 2830	2831 to 3130	3131 to 3430	3431 to 3780	3781 to 4230	4231 to 4730	4731 to 5250	5251 to 5780	5781 to 6340	6341 to 6910	6911 or More
	A	← B →			← C →													
≥78	1426	1415	1498	1617	1696	1732	1822	1930	2067	2215	2381	2611	2910	3242	3606	4017	4254	4784
74 to 77	1332	1383	1509	1617	1685	1790	1927	2089	2269	2474	2698	2986	3375	3808	4103	4643	5274	5977
70 to 73	1278	1365	1516	1617	1721	1876	2060	2273	2503	2763	3040	3408	3908	4244	4885	5595	6387	7259
66 to 69	1289	1397	1566	1689	1858	2064	2309	2579	2871	3191	3530	4009	4406	5115	5908	6776	7706	7706
62 to 65	1314	1534	1675	1869	2111	2392	2712	3058	3429	3847	4103	4679	5508	6423	7447	7706	7706	7706
58 to 61	1476	1671	1898	2193	2536	2921	3346	3815	4103	4651	5260	6092	7209	7706	7706	7706	7706	7706
54 to 57	1664	1941	2305	2737	3220	3757	4128	4784	5497	6290	7155	7706	7706	7706	7706	7706	7706	7706
50 to 53	1974	2435	2986	3606	4103	4874	5750	6719	7707	7706	7706	7706	7706	7706	7706	7706	7706	7706
46 to 49	2557	3278	4103	4834	5905	7115	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706
42 to 45	3573	4103	5804	7328	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706
≤41	5133	7025	7707	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706

SEPTEMBER

River Temperature (previous day average in °F)	Flow at Rothschild Dam (previous day average in cfs)																	
	980 or Less	981 to 1220	1221 to 1470	1471 to 1730	1731 to 1990	1991 to 2260	2261 to 2540	2541 to 2830	2831 to 3130	3131 to 3430	3431 to 3780	3781 to 4230	4231 to 4730	4731 to 5250	5251 to 5780	5781 to 6340	6341 to 6910	6911 or More
	← A →		← B →			← C →												
≥78	1062	1062	1062	1062	1062	1062	1174	1293	1448	1610	1786	2038	2370	2723	3109	3516	3977	4294
74 to 77	1062	1062	1062	1062	1062	1195	1350	1523	1725	1938	2183	2503	2896	3336	3829	4168	4827	5555
70 to 73	1062	1062	1062	1062	1167	1343	1545	1768	2017	2287	2575	2964	3465	4031	4452	5195	6016	6921
66 to 69	1062	1062	1076	1185	1376	1595	1851	2132	2446	2777	3127	3588	4103	4737	5551	6452	7447	7706
62 to 65	1062	1062	1203	1419	1675	1966	2298	2662	3044	3454	3912	4305	5151	6092	7144	7706	7706	7706
58 to 61	1062	1210	1466	1772	2132	2528	2964	3429	3948	4276	4896	5746	6888	7706	7706	7706	7706	7706
54 to 57	1195	1505	1891	2334	2831	3368	3977	4402	5123	5926	6802	7706	7706	7706	7706	7706	7706	7706
50 to 53	1520	2002	2572	3206	3912	4467	5346	6322	7393	7706	7706	7706	7706	7706	7706	7706	7706	7706
46 to 49	2093	2831	3663	4388	5458	6672	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706
42 to 45	3073	4103	5292	6812	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706
≤41	4535	6413	7707	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706

OCTOBER

River Temperature (previous day average in °F)	Flow at Rothschild Dam (previous day average in cfs)																	
	980 or Less	981 to 1220	1221 to 1470	1471 to 1730	1731 to 1990	1991 to 2260	2261 to 2540	2541 to 2830	2831 to 3130	3131 to 3430	3431 to 3780	3781 to 4230	4231 to 4730	4731 to 5250	5251 to 5780	5781 to 6340	6341 to 6910	6911 or More
	← A →		← B →			← C →												
≥78	1062	1062	1062	1062	1062	1062	1062	1138	1275	1448	1621	1866	2190	2550	2925	3332	3775	4103
74 to 77	1062	1062	1062	1062	1062	1062	1206	1379	1566	1779	2028	2334	2737	3177	3653	4103	4618	5342
70 to 73	1062	1062	1062	1062	1062	1203	1408	1631	1880	2143	2428	2820	3318	3865	4283	5011	5825	6722
66 to 69	1062	1062	1062	1062	1249	1473	1721	2006	2312	2644	2997	3454	4092	4579	5386	6279	7270	7706
62 to 65	1062	1062	1087	1303	1559	1855	2186	2543	2925	3332	3775	4168	5004	5937	6985	7706	7706	7706
58 to 61	1062	1102	1358	1667	2020	2420	2853	3314	3818	4146	4759	5602	6737	7706	7706	7706	7706	7706
54 to 57	1091	1401	1783	2226	2719	3256	3750	4276	4993	5789	6658	7706	7706	7706	7706	7706	7706	7706
50 to 53	1419	1898	2464	3098	3790	4341	5213	6186	7245	7706	7706	7706	7706	7706	7706	7706	7706	7706
46 to 49	1984	2723	3545	4258	5324	6528	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706
42 to 45	2950	4089	5148	6658	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706
≤41	6388	6250	7707	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706	7706

Definitions

Point source allocation values (pounds per day BOD) in the above tables represent water quality related effluent limitations. The flow and temperature conditions (reported at Sample Point 601) used to determine a point source allocation value for a given day shall be the representative measurements of the flow and temperature. River flows used should be those collected and reported by Wisconsin Valley Improvement Company (WVIC) for the period beginning at 7 a.m. of the previous day and ending at 7 a.m. of the current day. Temperature values used should be those collected and reported by Wisconsin Public Service Corporation for the period beginning at 12 midnight of the previous day and ending 12 midnight of the current day. Wasteload Allocation (WLA) limits shall be calculated with BOD₅ values of samples collected for the current day, which are collected by Wausau for the period from 7 a.m. of the current day to 7 a.m. of the following day.

Monitoring Requirements: The same 24-hour period shall be utilized for the collection of composite and continuous samples for river flow and temperature and all effluent characteristics including effluent flow and BOD₅. Presently, the WVIC utilizes the 24-hour monitoring period ending at 7 a.m. for river flow.

Reporting Requirements: During the months of May through October inclusive the permittee shall report the following information:

The daily river flow (cfs);

The daily river temperature (oF);

The daily point source allocation value (lbs BOD₅ per day);

The actual daily discharge value of BOD₅ (lbs BOD₅ per day);

WLA Water Quality Related Effluent Limitations Restriction: In no case shall the WLA water quality related effluent limitations be less stringent than the applicable categorical effluent limitations contained in the effluent limits and monitoring table.

3.2.1.3 Total Maximum Daily Load (TMDL) Limitations for Total Phosphorus

Approved TMDL: The Wisconsin River Basin TMDL for total phosphorus was approved by the U.S. Environmental Protection Agency on April 26, 2019. Additional Site-Specific Criteria (SSC) for Lakes Petenwell, Castle Rock, and Wisconsin and the related Waste Load Allocation (WLA) included in Appendix K of the TMDL report were adopted by rule in s. NR 102.06 (7), Wis. Adm. Code, on June 1, 2020, and approved by the U.S. Environmental Protection Agency on July 9, 2020. The permittee's approved SSC-based WLA is 9,145 lbs/yr and results in a calculated phosphorus mass limit of 34 lbs/day as a monthly average that goes into effect pursuant to the Compliance Schedule at section 5.1. The 12-month rolling sum of total monthly phosphorus (lbs/yr) shall be reported each month for direct comparison to the facility's WLA.

The technology based effluent limit for phosphorus of 1.0 mg/L set in accordance with s. NR 217.04(1)(a)1, Wis. Adm. Code, will remain in effect unless a more stringent limit is required at a future permit issuance by ss. NR 217.13 or NR 217.16(2), Wis. Adm. Code, or the limit is relaxed following procedures outlined in ch. NR 207, Wis. Adm. Code. Sampling and reporting of phosphorus concentrations and masses discharged shall begin upon the permit effective date.

Effluent results shall be calculated as follows:

Total Monthly Discharge (lbs/month): = monthly average concentration (mg/L) x total flow for the month (MG/month) x 8.34.

12-Month Rolling Sum of Total Monthly Discharge (lbs/yr): = the sum of the most recent 12 consecutive months of Total Monthly Discharges.

3.2.1.4 Sample Analysis for Pretreatment Parameters

These are pretreatment parameters that shall be done during a day in each month when industrial discharges are occurring at normal to maximum levels. This monthly sampling shall be coordinated with the sampling of the influent.

Samples shall be analyzed using a method which provides adequate sensitivity so that results can be quantified at a level of quantitation below the calculated/potential effluent limit, unless not possible using the most sensitive approved method.

3.2.1.5 Mercury Monitoring

The permittee shall collect and analyze all mercury samples according to the data quality requirements of ss. NR 106.145(9) and (10), Wisconsin Administrative Code. The limit of quantitation (LOQ) used for the effluent and field blank shall be less than 1.3 ng/L, unless the samples are quantified at levels above 1.3 ng/L. The permittee shall collect at least one mercury field blank for each set of mercury samples (a set of samples may include combinations of intake, influent, effluent or other samples all collected on the same day). The permittee shall report results of samples and field blanks to the Department on Discharge Monitoring Reports.

3.2.1.6 Mercury Variance – Implement Pollutant Minimization Plan

This permit contains a variance to the water quality-based effluent limit (WQBEL) for mercury granted in accordance with s. 283.15, Stats. As conditions of this variance the permittee shall (a) maintain effluent quality at or below the interim effluent limitation specified in the table above, (b) implement the mercury pollutant minimization measures specified in the "Mercury Pollutant Minimization Program, Wausau Water Works, June 2018 Revision", (c) follow the Pollutant Minimization Plan and (d) perform the actions listed in the compliance schedule. (See the Schedules section herein.):

3.2.1.7 Whole Effluent Toxicity (WET) Testing

Primary Control Water: Wisconsin River

Instream Waste Concentration (IWC): 6%

Acute Mixing Zone Concentration: N/A

Dilution series: At least five effluent concentrations and dual controls must be included in each test.

- **Acute:** 100, 50, 25, 12.5, 6.25% and any additional selected by the permittee.
- **Chronic:** 100, 30, 10, 3, 1% and any additional selected by the permittee.

WET Testing Frequency:

Acute tests shall be conducted once each year in rotating quarters in order to collect seasonal information about the discharge. Tests are required during the following quarters.

- **Acute:** 3rd quarter (July-Sep) 2022
1st quarter (Jan-March) 2023

Acute WET testing shall continue after the permit expiration date (until the permit is reissued) in accordance with the WET requirements specified for the last full calendar year of this permit. For example, the next test would be required in the 1st quarter (Jan-March) 2024.

Chronic tests shall be conducted once each year in rotating quarters in order to collect seasonal information about the discharge. Tests are required during the following quarters.

- **Chronic:** 3rd quarter (July-Sep) 2022
1st quarter (Jan-March) 2023

Chronic WET testing shall continue after the permit expiration date (until the permit is reissued) in accordance with the WET requirements specified for the last full calendar year of this permit. For example, the next test would be required in the 1st quarter (Jan-March) 2024.

Testing: WET testing shall be performed during normal operating conditions. Permittees are not allowed to turn off or otherwise modify treatment systems, production processes, or change other operating or treatment conditions during WET tests.

Reporting: The permittee shall report test results on the Discharge Monitoring Report form, and also complete the "Whole Effluent Toxicity Test Report Form" (Section 6, "*State of Wisconsin Aquatic Life Toxicity Testing Methods Manual, 2nd Edition*"), for each test. The original, complete, signed version of the Whole Effluent Toxicity Test Report Form shall be sent to the Biomonitoring Coordinator, Bureau of Water Quality, 101 S. Webster St., P.O. Box 7921, Madison, WI 53707-7921, within 45 days of test completion. The Discharge Monitoring Report (DMR) form shall be submitted electronically by the required deadline.

Determination of Positive Results: An acute toxicity test shall be considered positive if the Toxic Unit - Acute (TU_a) is greater than 1.0 for either species. The TU_a shall be calculated as follows: $TU_a = 100 \div LC_{50}$. A chronic toxicity test shall be considered positive if the Toxic Unit - Chronic (TU_c) is greater than 17 for either species. The TU_c shall be calculated as follows: $TU_c = 100 \div IC_{25}$.

Additional Testing Requirements: Within 90 days of a test which showed positive results, the permittee shall submit the results of at least 2 retests to the Biomonitoring Coordinator on "Whole Effluent Toxicity Test Report Forms". The 90 day reporting period shall begin the day after the test which showed a positive result. The retests shall be completed using the same species and test methods specified for the original test (see the Standard Requirements section herein).

3.2.2 Sampling Point 601 - WISCONSIN RIVER

Monitoring Requirements and Effluent Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
WLA Previous Day River Flow		cfs	5/Week	Measure	Monitoring required May through October when Waste Load Allocated BOD ₅ limits apply. See subsection 3.2.2.1.
WLA Previous Day River Temp		deg F	5/Week	Measure	Monitoring required May through October when Waste Load Allocated BOD ₅ limits apply. See subsection 3.2.2.1.

3.2.2.1 Definitions

River flow shall be defined as the daily average flow value derived from continuous river flow monitoring data for the Wisconsin River collected at the Rothschild Dam. If such flow data is unavailable for any day, flow shall be calculated by multiplying by 1.3 the daily average flow value derived from continuous stream flow monitoring data for the Wisconsin River collected at the Merrill Dam to correspond to the flow at Rothschild Dam. Daily average flow values reported by the Wisconsin Valley Improvement Co. for the Rothschild Dam and Merrill Dam locations are acceptable.

Temperature shall be defined as the daily average temperature value derived from continuous river temperature monitoring data for the Wisconsin River collected at the Wisconsin Public Service Corporation, Weston Generating Station. If such temperature data is unavailable for any day, a single grab sample for river temperature collected at the Domtar raw river water intake may be substituted for continuous river temperature monitoring. Daily average temperature values, or alternately, daily temperatures, reported by the Wisconsin Valley Improvement Company for the Weston Generating Station and Domtar locations are acceptable.

4 Land Application Requirements

4.1 Sampling Point(s)

The discharge(s) shall be limited to land application of the waste type(s) designated for the listed sampling point(s) on Department approved land spreading sites or by hauling to another facility.

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, Waste Type/Sample Contents and Treatment Description (as applicable)
010	Class B, Liquid, Anaerobically digested thickened biosolids. Representative composite samples shall be collected from the dewatering feed pumps prior to the dewatering belt filter presses. Sludge must be mixed prior to sampling and monitored quarterly for metals (List 1) and vector attraction reduction (List 4) if using volatile solids reduction to show compliance with vector attraction reduction requirements at outfalls 002 and 003. With department approval this sample point may be used to satisfy monitoring requirements for metals (List 1) for outfalls 002, 003, 004, 005 and 006. The permittee shall demonstrate to the satisfaction of the department that the results for this outfall can be correlated with monitoring results for these other sample points and/or outfalls. This is a common sample point for metals (List 1), PPS and PCBs and is not an outfall for distribution.
003	Class B, Liquid, Anaerobically digested thickened biosolids. Representative composite samples shall be collected from the dewatering feed pumps prior to land application. Sludge must be mixed prior to sampling and monitored quarterly for metals (List 1), nutrients (List 2), pathogen control (List 3) and vector attraction reduction (List 4). With department approval metals monitoring performed at outfall 010 may be used to satisfy monitoring requirements for metals (List 1) at this outfall provided the results can be correlated with monitoring results for sample point 010. The permittee may request that vector attraction reduction (List 4) monitoring performed at outfall 010 be used to meet vector attraction reduction requirements at this outfall if the permittee is using volatile solids reduction to meet List 4 requirements. This outfall is inactive for land application. The permittee shall obtain Departmental approval prior to landspreading liquid sludge and therefore commencing use of Outfall 003.
002	Class B, Cake, Anaerobically digested dewatered biosolids. Representative composite samples shall be collected from the wet cake loadout valve prior to land application. Sludge must be mixed prior to sampling and monitored quarterly for metals (List 1), nutrients (List 2), pathogen control (List 3) and vector attraction reduction (List 4). With department approval metals monitoring performed at outfall 010 may be used to satisfy monitoring requirements for metals (List 1) at this outfall provided the results can be correlated with monitoring results for sample point 010. The permittee may request that vector attraction reduction (List 4) monitoring performed at outfall 010 be used to meet vector attraction reduction requirements at this outfall if the permittee is using volatile solids reduction to meet List 4 requirements.
011	Class A, Cake, Heat dried exceptional quality biosolids. Representative composite samples shall be collected immediately after the sludge dryer for pathogen control treatment process monitoring (List 3). This is a sample point and not an outfall for distribution.

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, Waste Type/Sample Contents and Treatment Description (as applicable)
004	Class A, Cake Biosolids, Heat dried exceptional quality biosolids for distribution to the public, land application or landfilling. Representative samples shall be collected from the truck load-out area and monitored quarterly for metals (List 1), nutrients (List 2), pathogen control (List 3) and vector attraction reduction (List 4). Pathogen control (List 3) monitoring is not required if the sludge is not stored at this location. All pathogen control samples shall be discrete samples. Each pathogen control sample shall meet the pathogen limit to prove effective pathogen treatment. With department approval metals monitoring performed at outfall 010 may be used to satisfy monitoring requirements for metals (List 1) at this outfall provided the results can be correlated with monitoring results for sample point 010. This outfall is inactive for distribution. See section 4.2.4.5 for requirements for activating this outfall. Notify the Department 30 days prior to distributing Class A Sludge product.
005	Class A, Cake Biosolids, Heat dried exceptional quality biosolids from the biosolids storage building for distribution to the public, land application or landfilling. Representative samples shall be collected from the dried biosolids piles in the storage building and monitored quarterly for metals (List 1), nutrients (List 2) and pathogen control (List 3). Monitoring is not required during quarters when there is no public distribution. Retesting for pathogen control (List 3) is required prior to distribution of Class A sludge product to the public. With Department approval metals monitoring performed at outfall 010 may be used to satisfy monitoring requirements for metals (List 1) at this outfall provided the results can be correlated with monitoring results for sample point 010. This outfall is inactive for distribution. See section 4.2.4.5 for requirements for activating this outfall. Notify the Department 30 days prior to distributing Class A sludge product.
006	Class A, Heat dried cake sludge, collected as dust prior to distribution or disposal. Representative samples shall be collected at the dust collector and monitored quarterly for metals (List 1), nutrients (List 2), pathogen control (List 3) and vector attraction reduction (List 4). With department approval metals monitoring performed at outfall 010 may be used to satisfy monitoring requirements for metals (List 1) at this outfall provided the results can be correlated with monitoring results for sample point 010. Monitoring at outfall 006 is not required during quarters when there is no public distribution. This outfall is inactive for distribution. See section 4.2.4.5 for requirements for activating this outfall. Permittee shall notify the department 30 days prior to distribution.

4.2 Monitoring Requirements and Limitations

The permittee shall comply with the following monitoring requirements and limitations.

4.2.1 Sampling Point (Outfall) 010 - CLASS B LIQUID SLUDGE

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Solids, Total		Percent	Quarterly	Composite	
Arsenic Dry Wt	Ceiling	75 mg/kg	Quarterly	Composite	
Arsenic Dry Wt	High Quality	41 mg/kg	Quarterly	Composite	
Cadmium Dry Wt	Ceiling	85 mg/kg	Quarterly	Composite	
Cadmium Dry Wt	High Quality	39 mg/kg	Quarterly	Composite	
Copper Dry Wt	Ceiling	4,300 mg/kg	Quarterly	Composite	
Copper Dry Wt	High Quality	1,500 mg/kg	Quarterly	Composite	
Lead Dry Wt	Ceiling	840 mg/kg	Quarterly	Composite	

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Lead Dry Wt	High Quality	300 mg/kg	Quarterly	Composite	
Mercury Dry Wt	Ceiling	57 mg/kg	Quarterly	Composite	
Mercury Dry Wt	High Quality	17 mg/kg	Quarterly	Composite	
Molybdenum Dry Wt	Ceiling	75 mg/kg	Quarterly	Composite	
Nickel Dry Wt	Ceiling	420 mg/kg	Quarterly	Composite	
Nickel Dry Wt	High Quality	420 mg/kg	Quarterly	Composite	
Selenium Dry Wt	Ceiling	100 mg/kg	Quarterly	Composite	
Selenium Dry Wt	High Quality	100 mg/kg	Quarterly	Composite	
Zinc Dry Wt	Ceiling	7,500 mg/kg	Quarterly	Composite	
Zinc Dry Wt	High Quality	2,800 mg/kg	Quarterly	Composite	

Other Sludge Requirements	
Sludge Requirements	Sample Frequency
List 4 Requirements – Vector Attraction Reduction: The vector attraction reduction shall be satisfied prior to, or at the time of land application as specified in List 4.	Quarterly

4.2.1.1 Changes in Feed Sludge Characteristics

If a change in feed sludge characteristics, treatment process, or operational procedures occurs which may result in a significant shift in sludge characteristics, the permittee shall reanalyze the sludge for List 1 and 4 parameters each time such change occurs.

4.2.1.2 Lists 1 and 4

List 1 TOTAL SOLIDS AND METALS	
See the Monitoring Requirements and Limitations table above for monitoring frequency and limitations for the List 1 parameters	
Solids, Total (percent)	
Arsenic, mg/kg (dry weight)	
Cadmium, mg/kg (dry weight)	
Copper, mg/kg (dry weight)	
Lead, mg/kg (dry weight)	
Mercury, mg/kg (dry weight)	
Molybdenum, mg/kg (dry weight)	
Nickel, mg/kg (dry weight)	
Selenium, mg/kg (dry weight)	
Zinc, mg/kg (dry weight)	

List 4

VECTOR ATTRACTION REDUCTION

The permittee shall implement any one of the vector attraction reduction options specified in List 4. The Department shall be notified of the option utilized and shall be notified when the permittee decides to utilize an alternative option.

One of the following shall be satisfied prior to, or at the time of land application as specified in List 4.

Option	Limit	Where/When it Shall be Met
Volatile Solids Reduction	≥38%	Across the process
Specific Oxygen Uptake Rate	≤1.5 mg O ₂ /hr/g TS	On aerobic stabilized sludge
Anaerobic bench-scale test	<17 % VS reduction	On anaerobic digested sludge
Aerobic bench-scale test	<15 % VS reduction	On aerobic digested sludge
Aerobic Process	>14 days, Temp >40°C and Avg. Temp > 45°C	On composted sludge
pH adjustment	>12 S.U. (for 2 hours) and >11.5 (for an additional 22 hours)	During the process
Drying without primary solids	>75 % TS	When applied or bagged
Drying with primary solids	>90 % TS	When applied or bagged
Equivalent Process	Approved by the Department	Varies with process
Injection	-	When applied
Incorporation	-	Within 6 hours of application

4.2.2 Sampling Point (Outfall) 003 - CLASS B LIQUID SLUDGE; 002 - CLASS B CAKE SLUDGE

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Solids, Total		Percent	Quarterly	Composite	
Arsenic Dry Wt	Ceiling	75 mg/kg	Quarterly	Composite	
Arsenic Dry Wt	High Quality	41 mg/kg	Quarterly	Composite	
Cadmium Dry Wt	Ceiling	85 mg/kg	Quarterly	Composite	
Cadmium Dry Wt	High Quality	39 mg/kg	Quarterly	Composite	
Copper Dry Wt	Ceiling	4,300 mg/kg	Quarterly	Composite	
Copper Dry Wt	High Quality	1,500 mg/kg	Quarterly	Composite	
Lead Dry Wt	Ceiling	840 mg/kg	Quarterly	Composite	
Lead Dry Wt	High Quality	300 mg/kg	Quarterly	Composite	
Mercury Dry Wt	Ceiling	57 mg/kg	Quarterly	Composite	
Mercury Dry Wt	High Quality	17 mg/kg	Quarterly	Composite	
Molybdenum Dry Wt	Ceiling	75 mg/kg	Quarterly	Composite	
Nickel Dry Wt	Ceiling	420 mg/kg	Quarterly	Composite	
Nickel Dry Wt	High Quality	420 mg/kg	Quarterly	Composite	
Selenium Dry Wt	Ceiling	100 mg/kg	Quarterly	Composite	
Selenium Dry Wt	High Quality	100 mg/kg	Quarterly	Composite	
Zinc Dry Wt	Ceiling	7,500 mg/kg	Quarterly	Composite	
Zinc Dry Wt	High Quality	2,800 mg/kg	Quarterly	Composite	

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Nitrogen, Total Kjeldahl		Percent	Quarterly	Composite	
Nitrogen, Ammonium (NH ₄ -N) Total		Percent	Quarterly	Composite	
Phosphorus, Total		Percent	Quarterly	Composite	
Phosphorus, Water Extractable		% of Tot P	Quarterly	Composite	
Potassium, Total Recoverable		Percent	Quarterly	Composite	

Other Sludge Requirements	
Sludge Requirements	Sample Frequency
List 3 Requirements – Pathogen Control: The requirements in List 3 shall be met prior to land application of sludge.	Quarterly
List 4 Requirements – Vector Attraction Reduction: The vector attraction reduction shall be satisfied prior to, or at the time of land application as specified in List 4.	Quarterly

4.2.2.1 List 2 Analysis

If the monitoring frequency for List 2 parameters is more frequent than "Annual" then the sludge may be analyzed for the List 2 parameters just prior to each land application season rather than at the more frequent interval specified.

4.2.2.2 Changes in Feed Sludge Characteristics

If a change in feed sludge characteristics, treatment process, or operational procedures occurs which may result in a significant shift in sludge characteristics, the permittee shall reanalyze the sludge for List 1, 2, 3 and 4 parameters each time such change occurs.

4.2.2.3 Multiple Sludge Sample Points (Outfalls)

If there are multiple sludge sample points (outfalls), but the sludges are not subject to different sludge treatment processes, then a separate List 2 analysis shall be conducted for each sludge type which is land applied, just prior to land application, and the application rate shall be calculated for each sludge type. In this case, List 1, 3, and 4 and PCBs need only be analyzed on a single sludge type, at the specified frequency. If there are multiple sludge sample points (outfalls), due to multiple treatment processes, List 1, 2, 3 and 4 and PCBs shall be analyzed for each sludge type at the specified frequency.

4.2.2.4 Sludge Which Exceeds the High Quality Limit

Cumulative pollutant loading records shall be kept for all bulk land application of sludge which does not meet the high quality limit for any parameter. This requirement applies for the entire calendar year in which any exceedance of Table 3 of s. NR 204.07(5)(c), is experienced. Such loading records shall be kept for all List 1 parameters for each site land applied in that calendar year. The formula to be used for calculating cumulative loading is as follows:

$[(\text{Pollutant concentration (mg/kg)} \times \text{dry tons applied/ac}) \div 500] + \text{previous loading (lbs/acre)} = \text{cumulative lbs pollutant per acre}$

When a site reaches 90% of the allowable cumulative loading for any metal established in Table 2 of s. NR 204.07(5)(b), the Department shall be so notified through letter or in the comment section of the annual land application report (3400-55).

4.2.2.5 Lists 1, 2, 3, and 4

List 1 TOTAL SOLIDS AND METALS	
See the Monitoring Requirements and Limitations table above for monitoring frequency and limitations for the List 1 parameters	
Solids, Total (percent)	
Arsenic, mg/kg (dry weight)	
Cadmium, mg/kg (dry weight)	
Copper, mg/kg (dry weight)	
Lead, mg/kg (dry weight)	
Mercury, mg/kg (dry weight)	
Molybdenum, mg/kg (dry weight)	
Nickel, mg/kg (dry weight)	
Selenium, mg/kg (dry weight)	
Zinc, mg/kg (dry weight)	

List 2 NUTRIENTS	
See the Monitoring Requirements and Limitations table above for monitoring frequency for the List 2 parameters	
Solids, Total (percent)	
Nitrogen Total Kjeldahl (percent)	
Nitrogen Ammonium (NH ₄ -N) Total (percent)	
Phosphorus Total as P (percent)	
Phosphorus, Water Extractable (as percent of Total P)	
Potassium Total Recoverable (percent)	

List 3		
PATHOGEN CONTROL FOR CLASS B SLUDGE		
The permittee shall implement pathogen control as listed in List 3. The Department shall be notified of the pathogen control utilized and shall be notified when the permittee decides to utilize alternative pathogen control.		
The following requirements shall be met prior to land application of sludge.		
Parameter	Unit	Limit
Fecal Coliform*	MPN/gTS or CFU/gTS	2,000,000
OR, ONE OF THE FOLLOWING PROCESS OPTIONS		
Aerobic Digestion	Air Drying	
Anaerobic Digestion	Composting	
Alkaline Stabilization	PSRP Equivalent Process	
* The Fecal Coliform limit shall be reported as the geometric mean of 7 discrete samples on a dry weight basis.		

List 4

VECTOR ATTRACTION REDUCTION

The permittee shall implement any one of the vector attraction reduction options specified in List 4. The Department shall be notified of the option utilized and shall be notified when the permittee decides to utilize an alternative option.

One of the following shall be satisfied prior to, or at the time of land application as specified in List 4.

Option	Limit	Where/When it Shall be Met
Volatile Solids Reduction	≥38%	Across the process
Specific Oxygen Uptake Rate	≤1.5 mg O ₂ /hr/g TS	On aerobic stabilized sludge
Anaerobic bench-scale test	<17 % VS reduction	On anaerobic digested sludge
Aerobic bench-scale test	<15 % VS reduction	On aerobic digested sludge
Aerobic Process	>14 days, Temp >40°C and Avg. Temp > 45°C	On composted sludge
pH adjustment	>12 S.U. (for 2 hours) and >11.5 (for an additional 22 hours)	During the process
Drying without primary solids	>75 % TS	When applied or bagged
Drying with primary solids	>90 % TS	When applied or bagged
Equivalent Process	Approved by the Department	Varies with process
Injection	-	When applied
Incorporation	-	Within 6 hours of application

4.2.2.6 Daily Land Application Log

Daily Land Application Log		
Discharge Monitoring Requirements and Limitations		
The permittee shall maintain a daily land application log for biosolids land applied each day when land application occurs. The following minimum records must be kept, in addition to all analytical results for the biosolids land applied. The log book records shall form the basis for the annual land application report requirements.		
Parameters	Units	Sample Frequency
DNR Site Number(s)	Number	Daily as used
Outfall number applied	Number	Daily as used
Acres applied	Acres	Daily as used
Amount applied	As appropriate */day	Daily as used
Application rate per acre	unit */acre	Daily as used
Nitrogen applied per acre	lb/acre	Daily as used
Method of Application	Injection, Incorporation, or surface applied	Daily as used

*gallons, cubic yards, dry US Tons or dry Metric Tons

4.2.3 Sampling Point (Outfall) 011 - CLASS A EQ SLUDGE

This is a sample point to monitor for pathogen control treatment processing immediately after the Class A treatment process. Composite samples shall be collected after the sludge heat dryer. This is not an outfall for distribution.

4.2.3.1 Changes in Feed Sludge Characteristics

If a change in feed sludge characteristics, treatment process, or operational procedures occurs which may result in a significant shift in sludge characteristics, the permittee shall reanalyze the sludge for List, 3 parameters each time such change occurs.

List 3		
PATHOGEN CONTROL FOR CLASS A SLUDGE		
The permittee shall implement pathogen control as listed in List 3. The Department shall be notified of the pathogen control utilized and shall be notified when the permittee decides to utilize alternative pathogen control.		
The following requirements shall be met prior to land application of sludge.		
Parameter	Unit	Limit
Fecal Coliform*	MPN/gTS	1000
OR		
Salmonella	MPN/4gTS	3
AND, ONE OF THE FOLLOWING PROCESS OPTIONS		
Temp/Time based on % Solids	Alkaline Treatment	
Prior test for Enteric Virus/Viable Helminth Ova	Post test for Enteric Virus/Viable Helminth Ova	
Composting	Heat Drying	
Heat Treatment	Thermophilic Aerobic Digestion	
Beta Ray Irradiation	Gamma Ray Irradiation	
Pasteurization	PFRP Equivalent Process	
* The Fecal Coliform limit shall be reported as the geometric mean of 7 discrete samples on a dry weight basis.		

4.2.4 Sampling Point (Outfall) 004 - CLASS A EQ SLUDGE DISTRIBUTION; 005 - CLASS A EQ SLUDGE STORAGE; 006 - CLASS A EQ DUST

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Solids, Total		Percent	Quarterly	Composite	
Arsenic Dry Wt	Ceiling	75 mg/kg	Quarterly	Composite	
Arsenic Dry Wt	High Quality	41 mg/kg	Quarterly	Composite	
Cadmium Dry Wt	Ceiling	85 mg/kg	Quarterly	Composite	
Cadmium Dry Wt	High Quality	39 mg/kg	Quarterly	Composite	
Copper Dry Wt	Ceiling	4,300 mg/kg	Quarterly	Composite	
Copper Dry Wt	High Quality	1,500 mg/kg	Quarterly	Composite	
Lead Dry Wt	Ceiling	840 mg/kg	Quarterly	Composite	
Lead Dry Wt	High Quality	300 mg/kg	Quarterly	Composite	
Mercury Dry Wt	Ceiling	57 mg/kg	Quarterly	Composite	
Mercury Dry Wt	High Quality	17 mg/kg	Quarterly	Composite	
Molybdenum Dry Wt	Ceiling	75 mg/kg	Quarterly	Composite	

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Nickel Dry Wt	Ceiling	420 mg/kg	Quarterly	Composite	
Nickel Dry Wt	High Quality	420 mg/kg	Quarterly	Composite	
Selenium Dry Wt	Ceiling	100 mg/kg	Quarterly	Composite	
Selenium Dry Wt	High Quality	100 mg/kg	Quarterly	Composite	
Zinc Dry Wt	Ceiling	7,500 mg/kg	Quarterly	Composite	
Zinc Dry Wt	High Quality	2,800 mg/kg	Quarterly	Composite	
Nitrogen, Total Kjeldahl		Percent	Quarterly	Composite	
Nitrogen, Ammonium (NH ₄ -N) Total		Percent	Quarterly	Composite	
Phosphorus, Total		Percent	Quarterly	Composite	
Phosphorus, Water Extractable		% of Tot P	Quarterly	Composite	
Potassium, Total Recoverable		Percent	Quarterly	Composite	

Other Sludge Requirements	
Sludge Requirements	Sample Frequency
List 3 Requirements – Pathogen Control: The requirements in List 3 shall be met prior to land application of sludge.	Quarterly
List 4 Requirements – Vector Attraction Reduction: The vector attraction reduction shall be satisfied prior to, or at the time of land application as specified in List 4.	Quarterly

4.2.4.1 List 2 Analysis

If the monitoring frequency for List 2 parameters is more frequent than "Annual" then the sludge may be analyzed for the List 2 parameters just prior to each land application season rather than at the more frequent interval specified.

4.2.4.2 Changes in Feed Sludge Characteristics

If a change in feed sludge characteristics, treatment process, or operational procedures occurs which may result in a significant shift in sludge characteristics, the permittee shall reanalyze the sludge for List 1, 2, 3 and 4 parameters each time such change occurs.

4.2.4.3 Multiple Sludge Sample Points (Outfalls)

If there are multiple sludge sample points (outfalls), but the sludges are not subject to different sludge treatment processes, then a separate List 2 analysis shall be conducted for each sludge type which is land applied, just prior to land application, and the application rate shall be calculated for each sludge type. In this case, List 1, 3, and 4 and PCBs need only be analyzed on a single sludge type, at the specified frequency. If there are multiple sludge sample points (outfalls), due to multiple treatment processes, List 1, 2, 3 and 4 and PCBs shall be analyzed for each sludge type at the specified frequency.

4.2.4.4 Sludge Which Exceeds the High Quality Limit

Cumulative pollutant loading records shall be kept for all bulk land application of sludge which does not meet the high quality limit for any parameter. This requirement applies for the entire calendar year in which any exceedance of Table 3 of s. NR 204.07(5)(c), is experienced. Such loading records shall be kept for all List 1 parameters for each site land applied in that calendar year. The formula to be used for calculating cumulative loading is as follows:

$[(\text{Pollutant concentration (mg/kg)} \times \text{dry tons applied/ac}) \div 500] + \text{previous loading (lbs/acre)} = \text{cumulative lbs pollutant per acre}$

When a site reaches 90% of the allowable cumulative loading for any metal established in Table 2 of s. NR 204.07(5)(b), the Department shall be so notified through letter or in the comment section of the annual land application report (3400-55).

4.2.4.5 Activating Outfalls 004, 005 and 006 – Class A EQ Sludge Product

Prior to distribution of exceptional quality (EQ) sludge from Outfalls 004, 005 and 006 the permittee shall contact the department to arrange for the statewide biosolids coordinator to inspect the treatment equipment and review process related data. Prior to distribution of EQ sludge, the department shall inspect the Class A sludge treatment (belt dryer) process, material handling equipment and storage processes. The department shall also review the associated operational and monitoring data, sample collection and monitoring procedures, and record keeping and reporting procedures. Upon a favorable inspection, the permittee will then be authorized to distribute EQ sludge from the requested outfall.

4.2.4.6 Lists 1, 2, 3, and 4

List 1 TOTAL SOLIDS AND METALS	
See the Monitoring Requirements and Limitations table above for monitoring frequency and limitations for the List 1 parameters	
Solids, Total (percent)	
Arsenic, mg/kg (dry weight)	
Cadmium, mg/kg (dry weight)	
Copper, mg/kg (dry weight)	
Lead, mg/kg (dry weight)	
Mercury, mg/kg (dry weight)	
Molybdenum, mg/kg (dry weight)	
Nickel, mg/kg (dry weight)	
Selenium, mg/kg (dry weight)	
Zinc, mg/kg (dry weight)	

List 2 NUTRIENTS	
See the Monitoring Requirements and Limitations table above for monitoring frequency for the List 2 parameters	
Solids, Total (percent)	
Nitrogen Total Kjeldahl (percent)	
Nitrogen Ammonium (NH ₄ -N) Total (percent)	
Phosphorus Total as P (percent)	
Phosphorus, Water Extractable (as percent of Total P)	
Potassium Total Recoverable (percent)	

List 3

PATHOGEN CONTROL FOR CLASS A SLUDGE

The permittee shall implement pathogen control as listed in List 3. The Department shall be notified of the pathogen control utilized and shall be notified when the permittee decides to utilize alternative pathogen control.

The following requirements shall be met prior to land application of sludge.

Parameter	Unit	Limit
Fecal Coliform*	MPN/gTS	1000
OR		
Salmonella	MPN/4gTS	3
AND, ONE OF THE FOLLOWING PROCESS OPTIONS		
Temp/Time based on % Solids	Alkaline Treatment	
Prior test for Enteric Virus/Viable Helminth Ova	Post test for Enteric Virus/Viable Helminth Ova	
Composting	Heat Drying	
Heat Treatment	Thermophilic Aerobic Digestion	
Beta Ray Irradiation	Gamma Ray Irradiation	
Pasteurization	PFRP Equivalent Process	
* The Fecal Coliform limit shall be reported as the geometric mean of 7 discrete samples on a dry weight basis.		

List 4

VECTOR ATTRACTION REDUCTION

The permittee shall implement any one of the vector attraction reduction options specified in List 4. The Department shall be notified of the option utilized and shall be notified when the permittee decides to utilize an alternative option.

One of the following shall be satisfied prior to, or at the time of land application as specified in List 4.

Option	Limit	Where/When it Shall be Met
Volatile Solids Reduction	≥38%	Across the process
Specific Oxygen Uptake Rate	≤1.5 mg O ₂ /hr/g TS	On aerobic stabilized sludge
Anaerobic bench-scale test	<17 % VS reduction	On anaerobic digested sludge
Aerobic bench-scale test	<15 % VS reduction	On aerobic digested sludge
Aerobic Process	>14 days, Temp >40°C and Avg. Temp > 45°C	On composted sludge
pH adjustment	>12 S.U. (for 2 hours) and >11.5 (for an additional 22 hours)	During the process
Drying without primary solids	>75 % TS	When applied or bagged
Drying with primary solids	>90 % TS	When applied or bagged
Equivalent Process	Approved by the Department	Varies with process
Injection	-	When applied
Incorporation	-	Within 6 hours of application

4.2.4.7 Daily Land Application Log

Daily Land Application Log		
Discharge Monitoring Requirements and Limitations		
The permittee shall maintain a daily land application log for biosolids land applied each day when land application occurs. The following minimum records must be kept, in addition to all analytical results for the biosolids land applied. The log book records shall form the basis for the annual land application report requirements.		
Parameters	Units	Sample Frequency
DNR Site Number(s)	Number	Daily as used
Outfall number applied	Number	Daily as used
Acres applied	Acres	Daily as used
Amount applied	As appropriate * /day	Daily as used
Application rate per acre	unit */acre	Daily as used
Nitrogen applied per acre	lb/acre	Daily as used
Method of Application	Injection, Incorporation, or surface applied	Daily as used

*gallons, cubic yards, dry US Tons or dry Metric Tons

5 Schedules

5.1 Wisconsin River Basin TMDL SSC-derived Limits for Total Phosphorus

The permittee shall comply with the Wisconsin River Basin Total Maximum Daily Load (TMDL) SSC-derived limits for total phosphorus as specified. No later than 14 days following each compliance date, the permittee shall notify the Department in writing of its compliance or noncompliance. If a submittal is required, a timely submittal fulfills the notification requirement.

Required Action	Due Date
Complete Construction: The permittee shall complete construction of wastewater treatment system upgrades.	06/30/2023
Achieve Compliance: The permittee shall achieve compliance with final TMDL SSC-derived total phosphorus limits as soon as possible but not later than the specified date.	12/31/2023

5.2 Mercury Pollutant Minimization Program

As a condition of the variance to the water quality based effluent limitation(s) for mercury granted in accordance with s. NR 106.145(6), Wis. Adm. Code, the permittee shall perform the following actions.

Required Action	Due Date
Final Mercury Report: Submit a final report documenting the success in reducing mercury concentrations in the effluent, as well as the anticipated future reduction in mercury sources and mercury effluent concentrations. The report shall summarize mercury pollutant minimization activities that have been implemented during the current permit term and state which, if any, pollutant minimization activities from the approved pollutant minimization plan were not pursued and why. The report shall include an analysis of trends in monthly and annual total effluent mercury concentrations based on mercury sampling during the current permit term. The report shall also include an analysis of how influent and effluent mercury varies with time and with significant loading of mercury such as loads from industries into the collection system. If the permittee intends to reapply for a mercury variance per s. NR 106.145, Wis. Adm. Code, for the reissued permit, a detailed pollutant minimization plan outlining the pollutant minimization activities proposed for the upcoming permit term shall be submitted along with the final report.	01/31/2023
Annual Mercury Reports After Permit Expiration: In the event that this permit is not reissued on time, the permittee shall continue to submit annual mercury reports each year covering pollutant minimization activities implemented and mercury concentration trends.	

5.3 Sludge Management Plan

A sludge management plan is required.

Required Action	Due Date
Sludge Management Plan Submittal: Submit a sludge management plan to the department for approval by October 1, 2022. The sludge management plan (SMP) shall optimize the land application system performance and demonstrate compliance with s. NR 204, Wis. Adm. Code. This management plan shall 1) specify information on pretreatment processes (if any); 2) identify land application sites; 3) describe site limitations; 4) address vegetative cover management and removal; 5) specify availability of storage; 6) describe the type of transporting and spreading	10/01/2022

vehicle(s); 7) specify monitoring procedures; 8) track site loading; 9) address contingency plans for adverse weather and odor/nuisance abatement; and 10) include any other pertinent information. Once approved, all landspreading activities shall be conducted in accordance with the plan. Any changes to the plan must be approved by the Department prior to implementing the changes.	
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6 Standard Requirements

NR 205, Wisconsin Administrative Code: The conditions in ss. NR 205.07(1) and NR 205.07(2), Wis. Adm. Code, are included by reference in this permit. The permittee shall comply with all of these requirements. Some of these requirements are outlined in the Standard Requirements section of this permit. Requirements not specifically outlined in the Standard Requirement section of this permit can be found in ss. NR 205.07(1) and NR 205.07(2).

6.1 Reporting and Monitoring Requirements

6.1.1 Monitoring Results

Monitoring results obtained during the previous month shall be summarized and reported on a Department Wastewater Discharge Monitoring Report. The report may require reporting of any or all of the information specified below under 'Recording of Results'. This report is to be returned to the Department no later than the date indicated on the form. A copy of the Wastewater Discharge Monitoring Report Form or an electronic file of the report shall be retained by the permittee.

Monitoring results shall be reported on an electronic discharge monitoring report (eDMR). The eDMR shall be certified electronically by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR 205.07(1)(g)2, Wis. Adm. Code. The 'eReport Certify' page certifies that the electronic report form is true, accurate and complete.

If the permittee monitors any pollutant more frequently than required by this permit, the results of such monitoring shall be included on the Wastewater Discharge Monitoring Report.

The permittee shall comply with all limits for each parameter regardless of monitoring frequency. For example, monthly, weekly, and/or daily limits shall be met even with monthly monitoring. The permittee may monitor more frequently than required for any parameter.

6.1.2 Sampling and Testing Procedures

Sampling and laboratory testing procedures shall be performed in accordance with Chapters NR 218 and NR 219, Wis. Adm. Code and shall be performed by a laboratory certified or registered in accordance with the requirements of ch. NR 149, Wis. Adm. Code. Groundwater sample collection and analysis shall be performed in accordance with ch. NR 140, Wis. Adm. Code. The analytical methodologies used shall enable the laboratory to quantitate all substances for which monitoring is required at levels below the effluent limitation. If the required level cannot be met by any of the methods available in NR 219, Wis. Adm. Code, then the method with the lowest limit of detection shall be selected. Additional test procedures may be specified in this permit.

6.1.3 Pretreatment Sampling Requirements

Sampling for pretreatment parameters (cadmium, chromium, copper, lead, nickel, zinc, and mercury) shall be done during a day each month when industrial discharges are occurring at normal to maximum levels. The sampling of the influent and effluent for these parameters shall be coordinated. All 24 hour composite samples shall be flow proportional.

6.1.4 Recording of Results

The permittee shall maintain records which provide the following information for each effluent measurement or sample taken:

- the date, exact place, method and time of sampling or measurements;
- the individual who performed the sampling or measurements;
- the date the analysis was performed;
- the individual who performed the analysis;
- the analytical techniques or methods used; and
- the results of the analysis.

6.1.5 Reporting of Monitoring Results

The permittee shall use the following conventions when reporting effluent monitoring results:

- Pollutant concentrations less than the limit of detection shall be reported as < (less than) the value of the limit of detection. For example, if a substance is not detected at a detection limit of 0.1 mg/L, report the pollutant concentration as < 0.1 mg/L.
- Pollutant concentrations equal to or greater than the limit of detection, but less than the limit of quantitation, shall be reported and the limit of quantitation shall be specified.
- For purposes of calculating NR 101 fees, the 2 mg/l lower reporting limits for BOD₅ and Total Suspended Solids shall be considered to be limits of quantitation
- For the purposes of reporting a calculated result, average or a mass discharge value, the permittee may substitute a "0" (zero) for any pollutant concentration that is less than the limit of detection. However, if the effluent limitation is less than the limit of detection, the department may substitute a value other than zero for results less than the limit of detection, after considering the number of monitoring results that are greater than the limit of detection and if warranted when applying appropriate statistical techniques.
- If no discharge occurs through an outfall, flow related parameters (e.g. flow rate, hydraulic application rate, volume, etc.) should be reported as "0" (zero) at the required sample frequency specified for the outfall. For example: if the sample frequency is daily, "0" would be reported for any day during the month that no discharge occurred.

6.1.6 Compliance Maintenance Annual Reports

Compliance Maintenance Annual Reports (CMAR) shall be completed using information obtained over each calendar year regarding the wastewater conveyance and treatment system. The CMAR shall be submitted and certified by the permittee in accordance with ch. NR 208, Wis. Adm. Code, by June 30, each year on an electronic report form provided by the Department.

In the case of a publicly owned treatment works, a resolution shall be passed by the governing body and submitted as part of the CMAR, verifying its review of the report and providing responses as required. Private owners of wastewater treatment works are not required to pass a resolution; but they must provide an Owner Statement and responses as required, as part of the CMAR submittal.

The CMAR shall be certified electronically by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR

205.07(1)(g)2, Wis. Adm. Code. The certification verifies that the electronic report is true, accurate and complete.

6.1.7 Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings or electronic data records for continuous monitoring instrumentation, copies of all reports required by the permit, and records of all data used to complete the application for the permit for a period of at least 3 years from the date of the sample, measurement, report or application. All pertinent sludge information, including permit application information and other documents specified in this permit or s. NR 204.06(9), Wis. Adm. Code shall be retained for a minimum of 5 years.

6.1.8 Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or correct information to the Department.

6.1.9 Reporting Requirements – Alterations or Additions

The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is only required when:

- The alteration or addition to the permitted facility may meet one of the criteria for determining whether a facility is a new source.
- The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification requirement applies to pollutants which are not subject to effluent limitations in the existing permit.
- The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use of disposal sites not reported during the permit application process nor reported pursuant to an approved land application plan. Additional sites may not be used for the land application of sludge until department approval is received.

6.2 System Operating Requirements

6.2.1 Noncompliance Reporting

Sanitary sewer overflows and sewage treatment facility overflows shall be reported according to the 'Sanitary Sewer Overflows and Sewage Treatment Facility Overflows' section of this permit.

The permittee shall report the following types of noncompliance by a telephone call to the Department's regional office within 24 hours after becoming aware of the noncompliance:

- any noncompliance which may endanger health or the environment;
- any violation of an effluent limitation resulting from a bypass;
- any violation of an effluent limitation resulting from an upset; and
- any violation of a maximum discharge limitation for any of the pollutants listed by the Department in the permit, either for effluent or sludge.

A written report describing the noncompliance shall also be submitted to the Department's regional office within 5 days after the permittee becomes aware of the noncompliance. On a case-by-case basis, the Department may waive the requirement for submittal of a written report within 5 days and instruct the permittee to submit the written report with the next regularly scheduled monitoring report. In either case, the written report shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times; the steps taken or planned to reduce, eliminate and prevent reoccurrence of the noncompliance; and if the noncompliance has not been corrected, the length of time it is expected to continue.

A scheduled bypass approved by the Department under the 'Scheduled Bypass' section of this permit shall not be subject to the reporting required under this section.

NOTE: Section 292.11(2)(a), Wisconsin Statutes, requires any person who possesses or controls a hazardous substance or who causes the discharge of a hazardous substance to notify the Department of Natural Resources **immediately** of any discharge not authorized by the permit. **The discharge of a hazardous substance that is not authorized by this permit or that violates this permit may be a hazardous substance spill. To report a hazardous substance spill, call DNR's 24-hour HOTLINE at 1-800-943-0003.**

6.2.2 Flow Meters

Flow meters shall be calibrated annually, as per s. NR 218.06, Wis. Adm. Code.

6.2.3 Raw Grit and Screenings

All raw grit and screenings shall be disposed of at a properly licensed solid waste facility or picked up by a licensed waste hauler. If the facility or hauler are located in Wisconsin, then they shall be licensed under chs. NR 500-555, Wis. Adm. Code.

6.2.4 Sludge Management

All sludge management activities shall be conducted in compliance with ch. NR 204 "Domestic Sewage Sludge Management", Wis. Adm. Code.

6.2.5 Prohibited Wastes

Under no circumstances may the introduction of wastes prohibited by s. NR 211.10, Wis. Adm. Code, be allowed into the waste treatment system. Prohibited wastes include those:

- which create a fire or explosion hazard in the treatment work;
- which will cause corrosive structural damage to the treatment work;
- solid or viscous substances in amounts which cause obstructions to the flow in sewers or interference with the proper operation of the treatment work;
- wastewaters at a flow rate or pollutant loading which are excessive over relatively short time periods so as to cause a loss of treatment efficiency; and
- changes in discharge volume or composition from contributing industries which overload the treatment works or cause a loss of treatment efficiency.

6.2.6 Bypass

This condition applies only to bypassing at a sewage treatment facility that is not a scheduled bypass, approved blending as a specific condition of this permit, a sewage treatment facility overflow or a controlled diversion as provided in the sections titled 'Scheduled Bypass', 'Blending' (if approved), 'SSO's and Sewage Treatment Facility Overflows' and 'Controlled Diversions' of this permit. Any other

bypass at the sewage treatment facility is prohibited and the Department may take enforcement action against a permittee for such occurrences under s. 283.89, Wis. Stats. The Department may approve a bypass if the permittee demonstrates all the following conditions apply:

- The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities or adequate back-up equipment, retention of untreated wastes, reduction of inflow and infiltration, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance. When evaluating feasibility of alternatives, the department may consider factors such as technical achievability, costs and affordability of implementation and risks to public health, the environment and, where the permittee is a municipality, the welfare of the community served; and
- The bypass was reported in accordance with the Noncompliance Reporting section of this permit.

6.2.7 Scheduled Bypass

Whenever the permittee anticipates the need to bypass for purposes of efficient operations and maintenance and the permittee may not meet the conditions for controlled diversions in the 'Controlled Diversions' section of this permit, the permittee shall obtain prior written approval from the Department for the scheduled bypass. A permittee's written request for Department approval of a scheduled bypass shall demonstrate that the conditions for bypassing specified in the above section titled 'Bypass' are met and include the proposed date and reason for the bypass, estimated volume and duration of the bypass, alternatives to bypassing and measures to mitigate environmental harm caused by the bypass. The department may require the permittee to provide public notification for a scheduled bypass if it is determined there is significant public interest in the proposed action and may recommend mitigation measures to minimize the impact of such bypass.

6.2.8 Controlled Diversions

Controlled diversions are allowed only when necessary for essential maintenance to assure efficient operation. Sewage treatment facilities that have multiple treatment units to treat variable or seasonal loading conditions may shut down redundant treatment units when necessary for efficient operation. The following requirements shall be met during controlled diversions:

- Effluent from the sewage treatment facility shall meet the effluent limitations established in the permit. Wastewater that is diverted around a treatment unit or treatment process during a controlled diversion shall be recombined with wastewater that is not diverted prior to the effluent sampling location and prior to effluent discharge;
- A controlled diversion does not include blending as defined in s. NR 210.03(2e), Wis. Adm. Code, and as may only be approved under s. NR 210.12. A controlled diversion may not occur during periods of excessive flow or other abnormal wastewater characteristics;
- A controlled diversion may not result in a wastewater treatment facility overflow; and
- All instances of controlled diversions shall be documented in sewage treatment facility records and such records shall be available to the department on request.

6.2.9 Ammonia Limit Not Needed - Continue to Optimize Removal of Ammonia

Applying the procedures in s. NR 106.05, Wis. Adm. Code, to ammonia data that is representative of the current operations of the wastewater treatment plant resulted in a determination that ammonia effluent limits are not necessary in this permit. Pursuant to NR 106.33, throughout the term of this permit, the wastewater treatment plant shall continue to be operated in a manner that optimizes the removal of ammonia within the design capabilities of the wastewater treatment plant.

6.2.10 Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training as required in ch. NR 114, Wis. Adm. Code, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

6.2.11 Operator Certification

The wastewater treatment facility shall be under the direct supervision of a state certified operator. In accordance with s. NR 114.53, Wis. Adm. Code, every WPDES permitted treatment plant shall have a designated operator-in-charge holding a current and valid certificate. The designated operator-in-charge shall be certified at the level and in all subclasses of the treatment plant, except laboratory. Treatment plant owners shall notify the department of any changes in the operator-in-charge within 30 days. Note that s. NR 114.52(22), Wis. Adm. Code, lists types of facilities that are excluded from operator certification requirements (i.e. private sewage systems, pretreatment facilities discharging to public sewers, industrial wastewater treatment that consists solely of land disposal, agricultural digesters and concentrated aquatic production facilities with no biological treatment).

6.3 Sewage Collection Systems

6.3.1 Sanitary Sewage Overflows and Sewage Treatment Facility Overflows

6.3.1.1 Overflows Prohibited

Any overflow or discharge of wastewater from the sewage collection system or at the sewage treatment facility, other than from permitted outfalls, is prohibited. The permittee shall provide information on whether any of the following conditions existed when an overflow occurred:

- The sanitary sewer overflow or sewage treatment facility overflow was unavoidable to prevent loss of life, personal injury or severe property damage;
- There were no feasible alternatives to the sanitary sewer overflow or sewage treatment facility overflow such as the use of auxiliary treatment facilities or adequate back-up equipment, retention of untreated wastes, reduction of inflow and infiltration, or preventative maintenance activities;
- The sanitary sewer overflow or the sewage treatment facility overflow was caused by unusual or severe weather related conditions such as large or successive precipitation events, snowmelt, saturated soil conditions, or severe weather occurring in the area served by the sewage collection system or sewage treatment facility; and

- The sanitary sewer overflow or the sewage treatment facility overflow was unintentional, temporary, and caused by an accident or other factors beyond the reasonable control of the permittee.

6.3.1.2 Permittee Response to Overflows

Whenever a sanitary sewer overflow or sewage treatment facility overflow occurs, the permittee shall take all feasible steps to control or limit the volume of untreated or partially treated wastewater discharged, and terminate the discharge as soon as practicable. Remedial actions, including those in NR 210.21 (3), Wis. Adm. Code, shall be implemented consistent with an emergency response plan developed under the CMOM program.

6.3.1.3 Permittee Reporting

Permittees shall report all sanitary sewer overflows and sewage treatment overflows as follows:

- The permittee shall notify the department by telephone, fax or email as soon as practicable, but no later than 24 hours from the time the permittee becomes aware of the overflow;
- The permittee shall, no later than five days from the time the permittee becomes aware of the overflow, provide to the department the information identified in this paragraph using department form number 3400-184. If an overflow lasts for more than five days, an initial report shall be submitted within 5 days as required in this paragraph and an updated report submitted following cessation of the overflow. At a minimum, the following information shall be included in the report:

- The date and location of the overflow;
- The surface water to which the discharge occurred, if any;
- The duration of the overflow and an estimate of the volume of the overflow;
- A description of the sewer system or treatment facility component from which the discharge occurred such as manhole, lift station, constructed overflow pipe, or crack or other opening in a pipe;
- The estimated date and time when the overflow began and stopped or will be stopped;
- The cause or suspected cause of the overflow including, if appropriate, precipitation, runoff conditions, areas of flooding, soil moisture and other relevant information;
- Steps taken or planned to reduce, eliminate and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
- A description of the actual or potential for human exposure and contact with the wastewater from the overflow;
- Steps taken or planned to mitigate the impacts of the overflow and a schedule of major milestones for those steps;
- To the extent known at the time of reporting, the number and location of building backups caused by excessive flow or other hydraulic constraints in the sewage collection system that occurred concurrently with the sanitary sewer overflow and that were within the same area of the sewage collection system as the sanitary sewer overflow; and
- The reason the overflow occurred or explanation of other contributing circumstances that resulted in the overflow event. This includes any information available including whether the overflow was unavoidable to prevent loss of life, personal injury, or severe property damage and whether there were feasible alternatives to the overflow.

NOTE: A copy of form 3400-184 for reporting sanitary sewer overflows and sewage treatment facility overflows may be obtained from the department or accessed on the department's web site at <http://dnr.wi.gov/topic/wastewater/SSOreport.html>. As

indicated on the form, additional information may be submitted to supplement the information required by the form.

- The permittee shall identify each specific location and each day on which a sanitary sewer overflow or sewage treatment facility overflow occurs as a discrete sanitary sewer overflow or sewage treatment facility overflow occurrence. An occurrence may be more than one day if the circumstances causing the sanitary sewer overflow or sewage treatment facility overflow results in a discharge duration of greater than 24 hours. If there is a stop and restart of the overflow at the same location within 24 hours and the overflow is caused by the same circumstance, it may be reported as one occurrence. Sanitary sewer overflow occurrences at a specific location that are separated by more than 24 hours shall be reported as separate occurrences; and
- A permittee that is required to submit wastewater discharge monitoring reports under NR 205.07 (1) (r) shall also report all sanitary sewer overflows and sewage treatment facility overflows on that report.

6.3.1.4 Public Notification

The permittee shall notify the public of any sanitary sewer and sewage treatment facility overflows consistent with its emergency response plan required under the CMOM (Capacity, Management, Operation and Maintenance) section of this permit and s. NR 210.23 (4) (f), Wis. Adm. Code. Such public notification shall occur promptly following any overflow event using the most effective and efficient communications available in the community. At minimum, a daily newspaper of general circulation in the county(s) and municipality whose waters may be affected by the overflow shall be notified by written or electronic communication.

6.3.2 Capacity, Management, Operation and Maintenance (CMOM) Program

- The permittee shall have written documentation of the Capacity, Management, Operation and Maintenance (CMOM) program components in accordance with s. NR 210.23(4), Wis. Adm. Code. Such documentation shall be available for Department review upon request. The Department may request that the permittee provide this documentation or prepare a summary of the permittee's CMOM program at the time of application for reissuance of the WPDES permit.
- The permittee shall implement a CMOM program in accordance with s. NR 210.23, Wis. Adm. Code.
- The permittee shall at least annually conduct a self-audit of activities conducted under the permittee's CMOM program to ensure CMOM components are being implemented as necessary to meet the general standards of s. NR 210.23(3), Wis. Adm. Code.

6.3.3 Sewer Cleaning Debris and Materials

All debris and material removed from cleaning sanitary sewers shall be managed to prevent nuisances, run-off, ground infiltration or prohibited discharges.

- Debris and solid waste shall be dewatered, dried and then disposed of at a licensed solid waste facility.
- Liquid waste from the cleaning and dewatering operations shall be collected and disposed of at a permitted wastewater treatment facility.
- Combination waste including liquid waste along with debris and solid waste may be disposed of at a licensed solid waste facility or wastewater treatment facility willing to accept the waste.

6.4 Surface Water Requirements

6.4.1 Permittee-Determined Limit of Quantitation Incorporated into this Permit

For pollutants with water quality-based effluent limits below the Limit of Quantitation (LOQ) in this permit, the LOQ calculated by the permittee and reported on the Discharge Monitoring Reports (DMRs) is incorporated by reference into this permit. The LOQ shall be reported on the DMRs, shall be the lowest quantifiable level practicable, and shall be no greater than the minimum level (ML) specified in or approved under 40 CFR Part 136 for the pollutant at the time this permit was issued, unless this permit specifies a higher LOQ.

6.4.2 Appropriate Formulas for Effluent Calculations

The permittee shall use the following formulas for calculating effluent results to determine compliance with average concentration limits and mass limits and total load limits:

Weekly/Monthly/Six-Month/Annual Average Concentration = the sum of all daily results for that week/month/six-month/year, divided by the number of results during that time period. [Note: When a six-month average effluent limit is specified for Total Phosphorus the applicable periods are May through October and November through April.]

Weekly Average Mass Discharge (lbs/day): Daily mass = daily concentration (mg/L) x daily flow (MGD) x 8.34, then average the daily mass values for the week.

Monthly Average Mass Discharge (lbs/day): Daily mass = daily concentration (mg/L) x daily flow (MGD) x 8.34, then average the daily mass values for the month.

Six-Month Average Mass Discharge (lbs/day): Daily mass = daily concentration (mg/L) x daily flow (MGD) x 8.34, then average the daily mass values for the six-month period. [Note: When a six-month average effluent limit is specified for Total Phosphorus the applicable periods are May through October and November through April.]

Annual Average Mass Discharge (lbs/day): Daily mass = daily concentration (mg/L) x daily flow (MGD) x 8.34, then average the daily mass values for the entire year.

Total Monthly Discharge: = monthly average concentration (mg/L) x total flow for the month (MG/month) x 8.34.

Total Annual Discharge: = sum of total monthly discharges for the calendar year.

12-Month Rolling Sum of Total Monthly Discharge: = the sum of the most recent 12 consecutive months of Total Monthly Discharges.

6.4.3 Effluent Temperature Requirements

Weekly Average Temperature – If temperature limits are included in this permit, Weekly Average Temperature shall be calculated as the sum of all daily maximum results for that week divided by the number of daily maximum results during that time period.

Cold Shock Standard – Water temperatures of the discharge shall be controlled in a manner as to protect fish and aquatic life uses from the deleterious effects of cold shock pursuant to Wis. Adm. Code, s. NR 102.28. ‘Cold Shock’ means exposure of aquatic organisms to a rapid decrease in temperature and a sustained exposure to low temperature that induces abnormal behavior or physiological performance and may lead to death.

Rate of Temperature Change Standard – Temperature of a water of the state or discharge to a water of the state may not be artificially raised or lowered at such a rate that it causes detrimental health or reproductive effects to fish or aquatic life of the water of the state pursuant to Wis. Adm. Code, s. NR 102.29.

6.4.4 Visible Foam or Floating Solids

There shall be no discharge of floating solids or visible foam in other than trace amounts.

6.4.5 Surface Water Uses and Criteria

In accordance with NR 102.04, Wis. Adm. Code, surface water uses and criteria are established to govern water management decisions. Practices attributable to municipal, industrial, commercial, domestic, agricultural, land development or other activities shall be controlled so that all surface waters including the mixing zone meet the following conditions at all times and under all flow and water level conditions:

- a) Substances that will cause objectionable deposits on the shore or in the bed of a body of water, shall not be present in such amounts as to interfere with public rights in waters of the state.
- b) Floating or submerged debris, oil, scum or other material shall not be present in such amounts as to interfere with public rights in waters of the state.
- c) Materials producing color, odor, taste or unsightliness shall not be present in such amounts as to interfere with public rights in waters of the state.
- d) Substances in concentrations or in combinations which are toxic or harmful to humans shall not be present in amounts found to be of public health significance, nor shall substances be present in amounts which are acutely harmful to animal, plant or aquatic life.

6.4.6 Percent Removal

During any 30 consecutive days, the average effluent concentrations of BOD₅ and of total suspended solids shall not exceed 15% of the average influent concentrations, respectively. This requirement does not apply to removal of total suspended solids if the permittee operates a lagoon system and has received a variance for suspended solids granted under NR 210.07(2), Wis. Adm. Code.

6.4.7 Fecal Coliform

The monthly limit for fecal coliform shall be expressed as a geometric mean. In calculating the geometric mean, a value of 1 is used for any result of 0.

6.4.8 Seasonal Disinfection

Disinfection shall be provided from May 1 through September 30 of each year. Monitoring requirements and the limitations for Fecal Coliform apply only during the period in which disinfection is required. Whenever chlorine is used for disinfection or other uses, the limitations and monitoring requirements for residual chlorine shall apply. A dechlorination process shall be in operation whenever chlorine is used.

6.4.9 Whole Effluent Toxicity (WET) Monitoring Requirements

In order to determine the potential impact of the discharge on aquatic organisms, static-renewal toxicity tests shall be performed on the effluent in accordance with the procedures specified in the *"State of Wisconsin Aquatic Life Toxicity Testing Methods Manual, 2nd Edition"* (PUB-WT-797, November 2004) as required by NR 219.04, Table A, Wis. Adm. Code). All of the WET tests required in this permit, including any required retests, shall be conducted on the *Ceriodaphnia dubia* and fathead minnow

species. Receiving water samples shall not be collected from any point in contact with the permittee's mixing zone and every attempt shall be made to avoid contact with any other discharge's mixing zone.

6.4.10 Whole Effluent Toxicity (WET) Identification and Reduction

Within 60 days of a retest which showed positive results, the permittee shall submit a written report to the Biomonitoring Coordinator, Bureau of Water Quality, 101 S. Webster St., PO Box 7921, Madison, WI 53707-7921, which details the following:

- A description of actions the permittee has taken or will take to remove toxicity and to prevent the recurrence of toxicity;
- A description of toxicity reduction evaluation (TRE) investigations that have been or will be done to identify potential sources of toxicity, including some or all of the following actions:
 - (a) Evaluate the performance of the treatment system to identify deficiencies contributing to effluent toxicity (e.g., operational problems, chemical additives, incomplete treatment)
 - (b) Identify the compound(s) causing toxicity
 - (c) Trace the compound(s) causing toxicity to their sources (e.g., industrial, commercial, domestic)
 - (d) Evaluate, select, and implement methods or technologies to control effluent toxicity (e.g., in-plant or pretreatment controls, source reduction or removal)
- Where corrective actions including a TRE have not been completed, an expeditious schedule under which corrective actions will be implemented;
- If no actions have been taken, the reason for not taking action.

The permittee may also request approval from the Department to postpone additional retests in order to investigate the source(s) of toxicity. Postponed retests must be completed after toxicity is believed to have been removed.

6.4.11 Reopener Clause

Pursuant to s. 283.15(11), Wis. Stat. and 40 CFR 131.20, the Department may modify or revoke and reissue this permit if, through the triennial standard review process, the Department determines that the terms and conditions of this permit need to be updated to reflect the highest attainable condition of the receiving water.

6.5 Pretreatment Program Requirements

The permittee is required to operate an industrial pretreatment program as described in the program initially approved by the Department of Natural Resources including any subsequent program modifications approved by the Department, and including commitments to program implementation activities provided in the permittee's annual pretreatment program report, and that complies with the requirements set forth in 40 CFR Part 403 and ch. NR 211, Wis. Adm. Code. To ensure that the program is operated in accordance with these requirements, the following general conditions and requirements are hereby established:

6.5.1 Inventories

The permittee shall implement methods to maintain a current inventory of the general character and volume of wastewater that industrial users discharge to the treatment works and shall provide an updated industrial user listing annually and report any changes in the listing to the Department by March 31 of each year as part of the annual pretreatment program report required herein.

6.5.2 Regulation of Industrial Users

6.5.2.1 Limitations for Industrial Users:

The permittee shall develop, maintain, enforce and revise as necessary local limits to implement the general and specific prohibitions of the state and federal General Pretreatment Regulations.

6.5.2.2 Control Documents for Industrial Users (IUs)

The permittee shall control the discharge from each significant industrial user through individual discharge permits as required by s. NR 211.235, Wis. Adm. Code and in accordance with the approved pretreatment program procedures and the permittee's sewer use ordinance. The discharge permits shall be modified in a timely manner during the stated term of the discharge permits according to the sewer use ordinance as conditions warrant. The discharge permits shall include at a minimum the elements found in s. NR 211.235(1), Wis. Adm. Code and references to the approved pretreatment program procedures and the sewer use ordinance.

6.5.2.3 Review of Industrial User Reports, Inspections and Compliance Monitoring

The permittee shall require the submission of, receive, and review self-monitoring reports and other notices from industrial users in accordance with the approved pretreatment program procedures. The permittee shall randomly sample and analyze industrial user discharges and conduct surveillance activities to determine independent of information supplied by the industrial users, whether the industrial users are in compliance with pretreatment standards and requirements. The inspections and monitoring shall also be conducted to maintain accurate knowledge of local industrial processes, including changes in the discharge, pretreatment equipment operation, spill prevention control plans, slug control plans, and implementation of solvent management plans.

The permittee shall inspect and sample the discharge from each significant industrial user as specified in the permittee's approved pretreatment program or as specified in NR 211.235(3). The permittee shall evaluate whether industrial users identified as significant need a slug control plan according to the requirements of NR 211.235(4). If a slug control plan is needed, the plan shall contain at a minimum the elements specified in s. NR 211.235(4)(b), Wis. Adm. Code.

6.5.2.4 Enforcement and Industrial User Compliance Evaluation & Violation Reports

The permittee shall enforce the industrial pretreatment requirements including the industrial user discharge limitations of the permittee's sewer use ordinance. The permittee shall investigate instances of noncompliance by collecting and analyzing samples and collecting other information with sufficient care to produce evidence admissible in enforcement proceedings or in judicial actions. Investigation and response to instances of noncompliance shall be in accordance with the permittee's sewer use ordinance and approved Enforcement Response Plan.

The permittee shall make a semiannual report on forms provided or approved by the Department. The semiannual report shall include an analysis of industrial user significant noncompliance (i.e. the Industrial User Compliance Evaluation, also known as the SNC Analysis) as outlined in s.NR 211.23(1)(j), Wis.

Adm. Code, and a summary of the permittee's response to all industrial noncompliance (i.e. the Industrial User Violation Report). The Industrial User Compliance Evaluation Report shall include monitoring results received from industrial users pursuant to s. NR 211.15(1)-(5), Wis. Adm. Code. The Industrial User Violation Report shall include copies of all notices of noncompliance, notices of violation and other enforcement correspondence sent by the permittee to industrial users, together with the industrial user's response. The Industrial User Compliance Evaluation and Violation Reports for the period January through June shall be provided to the Department by September 30 of each year and for the period July through December shall be provided to the Department by March 31 of the succeeding year, unless alternate submittal dates are approved.

6.5.2.5 Publication of Violations

The permittee shall publish a list of industrial users that have significantly violated the municipal sewer use ordinance during the calendar year, in the largest daily newspaper in the area by March 31 of the following year pursuant to s. NR 211.23(1)(j), Wis. Adm. Code. A copy of the newspaper publication shall be provided as part of the annual pretreatment report specified herein.

6.5.2.6 Multijurisdictional Agreements

The permittee shall establish agreements with all contributing jurisdictions as necessary to ensure compliance with pretreatment standards and requirements by all industrial users discharging to the permittee's wastewater treatment system. Any such agreement shall identify who will be responsible for maintaining the industrial user inventory, issuance of industrial user control mechanisms, inspections and sampling, pretreatment program implementation, and enforcement.

6.5.3 Annual Pretreatment Program Report

The permittee shall evaluate the pretreatment program, and submit the Pretreatment Program Report to the Department on forms provided or approved by the Department by March 31 annually, unless an alternate submittal date is approved. The report shall include a brief summary of the work performed during the preceding calendar year, including the numbers of discharge permits issued and in effect, pollution prevention activities, number of inspections and monitoring surveys conducted, budget and personnel assigned to the program, a general discussion of program progress in meeting the objectives of the permittee's pretreatment program together with summary comments and recommendations.

6.5.4 Pretreatment Program Modifications

- **Future Modifications:** The permittee shall within one year of any revisions to federal or state General Pretreatment Regulations submit an application to the Department in duplicate to modify and update its approved pretreatment program to incorporate such regulatory changes as applicable to the permittee. Additionally, the Department or the permittee may request an application for program modification at any time where necessary to improve program effectiveness based on program experience to date.
- **Modifications Subject to Department Approval:** The permittee shall submit all proposed pretreatment program modifications to the Department for determination of significance and opportunity for comment in accordance with the requirements and conditions of s. NR 211.27, Wis. Adm. Code. Any substantial proposed program modification shall be subject to Department public noticing and formal approval prior to implementation. A substantial program modification includes, but is not limited to, changes in enabling legal authority to administer and enforce pretreatment conditions and requirements; significant changes in program administrative or operational procedures; significant reductions in monitoring

frequencies; significant reductions in program resources including personnel commitments, equipment, and funding levels; changes (including any relaxation) in the local limitations for substances enforced and applied to users of the sewerage treatment works; changes in treatment works sludge disposal or management practices which impact the pretreatment program; or program modifications which increase pollutant loadings to the treatment works. The Department shall use the procedures outlined in s. NR 211.30, Wis. Adm. Code for review and approval/denial of proposed pretreatment program modifications. The permittee shall comply with local public participation requirements when implementing the pretreatment program.

6.5.5 Program Resources

The permittee shall have sufficient resources and qualified personnel to carry out the pretreatment program responsibilities as listed in ss. NR 211.22 and NR 211.23, Wis. Adm. Code.

6.6 Land Application Requirements

6.6.1 Sludge Management Program Standards And Requirements Based Upon Federally Promulgated Regulations

In the event that new federal sludge standards or regulations are promulgated, the permittee shall comply with the new sludge requirements by the dates established in the regulations, if required by federal law, even if the permit has not yet been modified to incorporate the new federal regulations.

6.6.2 General Sludge Management Information

The General Sludge Management Form 3400-48 shall be completed and submitted prior to any significant sludge management changes.

6.6.3 Sludge Samples

All sludge samples shall be collected at a point and in a manner which will yield sample results which are representative of the sludge being tested, and collected at the time which is appropriate for the specific test.

6.6.4 Land Application Characteristic Report

Each report shall consist of a Characteristic Form 3400-49 and Lab Report. The Characteristic Report Form 3400-49 shall be submitted electronically by January 31 following each year of analysis.

Following submittal of the electronic Characteristic Report Form 3400-49, this form shall be certified electronically via the 'eReport Certify' page by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR 205.07(1)(g)2, Wis. Adm. Code. The 'eReport Certify' page certifies that the electronic report is true, accurate and complete. The Lab Report must be sent directly to the facility's DNR sludge representative or basin engineer unless approval for not submitting the lab reports has been given.

The permittee shall use the following convention when reporting sludge monitoring results: Pollutant concentrations less than the limit of detection shall be reported as < (less than) the value of the limit of detection. For example, if a substance is not detected at a detection limit of 1.0 mg/kg, report the pollutant concentration as < 1.0 mg/kg.

All results shall be reported on a dry weight basis.

6.6.5 Calculation of Water Extractable Phosphorus

When sludge analysis for Water Extractable Phosphorus is required by this permit, the permittee shall use the following formula to calculate and report Water Extractable Phosphorus:

Water Extractable Phosphorus (% of Total P) =

$$[\text{Water Extractable Phosphorus (mg/kg, dry wt)} \div \text{Total Phosphorus (mg/kg, dry wt)}] \times 100$$

6.6.6 Monitoring and Calculating PCB Concentrations in Sludge

When sludge analysis for “PCB, Total Dry Wt” is required by this permit, the PCB concentration in the sludge shall be determined using either congener-specific analysis or Aroclor analysis. The permittee may decide which of these analyses is performed. Analyses shall be performed in accordance with the following provisions and Table EM in s. NR 219.04, Wis. Adm. Code:

- If congener-specific analysis is employed: All PCB congeners shall be delineated. Non-detects shall be treated as zero. The values that are between the limit of detection (LOD) and the limit of quantitation shall be used when calculating the total value of all congeners. All results shall be added together and the total PCB concentration by dry weight reported.
- If Aroclor analysis is employed, reporting protocols, consistent with s. NR 106.07(6)(e), should be as follows: If all Aroclors are less than the LOD, then the Total PCB Dry Wt result should be reported as less than the highest LOD. If a single Aroclor is detected, then that is what should be reported for the Total PCB result. If multiple Aroclors are detected, they should be summed and reported as Total PCBs. If the LOD cannot be achieved after using the appropriate clean up techniques, a reporting limit that is achievable for the Aroclors or each congener for the sample shall be determined. This reporting limit shall be reported and qualified indicating the presence of an interference.

6.6.7 Annual Land Application Report

Land Application Report Form 3400-55 shall be submitted electronically by January 31, each year whether or not non-exceptional quality sludge is land applied. Non-exceptional quality sludge is defined in s. NR 204.07(4), Wis. Adm. Code. Following submittal of the electronic Annual Land Application Report Form 3400-55, this form shall be certified electronically via the ‘eReport Certify’ page by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR 205.07(1)(g)2, Wis. Adm. Code. The ‘eReport Certify’ page certifies that the electronic report form is true, accurate and complete.

6.6.8 Other Methods of Disposal or Distribution Report

The permittee shall submit electronically the Other Methods of Disposal or Distribution Report Form 3400-52 by January 31, each year whether or not sludge is hauled, landfilled, incinerated, or exceptional quality sludge is distributed or land applied. Following submittal of the electronic Report Form 3400-52, this form shall be certified electronically via the ‘eReport Certify’ page by a responsible executive or municipal officer, manager, partner or proprietor as specified in s. 283.37(3), Wis. Stats., or a duly authorized representative of the officer, manager, partner or proprietor that has been delegated signature authority pursuant to s. NR 205.07(1)(g)2, Wis. Adm. Code. The ‘eReport Certify’ page certifies that the electronic report form is true, accurate and complete.

6.6.9 Approval to Land Apply

Bulk non-exceptional quality sludge as defined in s. NR 204.07(4), Wis. Adm. Code, may not be applied to land without a written approval letter or Form 3400-122 from the Department unless the Permittee has obtained permission from the Department to self approve sites in accordance with s. NR 204.06 (6), Wis. Adm. Code. Analysis of sludge characteristics is required prior to land application. Application on frozen or snow covered ground is restricted to the extent specified in s. NR 204.07(3) (l), Wis. Adm. Code.

6.6.10 Soil Analysis Requirements

Each site requested for approval for land application must have the soil tested prior to use. Each approved site used for land application must subsequently be soil tested such that there is at least one valid soil test in the four years prior to land application. All soil sampling and submittal of information to the testing laboratory shall be done in accordance with UW Extension Bulletin A-2100. The testing shall be done by the UW Soils Lab in Madison or Marshfield, WI or at a lab approved by UW. The test results including the crop recommendations shall be submitted to the DNR contact listed for this permit, as they are available. Application rates shall be determined based on the crop nitrogen recommendations and with consideration for other sources of nitrogen applied to the site.

6.6.11 Land Application Site Evaluation

For non-exceptional quality sludge, as defined in s. NR 204.07(4), Wis. Adm. Code, a Land Application Site Request Form 3400-053 shall be submitted to the Department for the proposed land application site. The Department will evaluate the proposed site for acceptability and will either approve or deny use of the proposed site. The permittee may obtain permission to approve their own sites in accordance with s. NR 204.06(6), Wis. Adm. Code.

6.6.12 Class A Sludge: Fecal Coliform Density Requirement

The fecal coliform density which must be < 1000 MPN/g TS as required in s. NR 204.07, Wis. Adm. Code, shall be satisfied immediately after the treatment process is completed. If the material is bagged or distributed at that time, no re-testing is required. If the material is bagged, distributed or land applied at a later time, the sludge shall be re-tested and this requirement satisfied at that time also, to ensure that regrowth of bacteria has not occurred. See Municipal Wastewater Sludge Guidance Memo #3 (Fecal Coliform Monitoring - Sampling and Analytical Procedures).

6.6.13 Class A Sludge: Heat Drying Process

Dry the sludge by direct or indirect contact with hot gases to reduce the moisture content of the sludge to 10% or lower. Either the temperature of the sewage sludge particles shall exceed 80° C or the wet bulb temperature of the gas in contact with the sludge as the sludge leaves the dryer shall exceed 80° C.

6.6.14 Class B Sludge: Fecal Coliform Limitation

Compliance with the fecal coliform limitation for Class B sludge shall be demonstrated by calculating the geometric mean of at least 7 separate samples. (Note that a Total Solids analysis must be done on each sample). The geometric mean shall be less than 2,000,000 MPN or CFU/g TS. Calculation of the geometric mean can be done using one of the following 2 methods.

Method 1:

$$\text{Geometric Mean} = (X_1 \times X_2 \times X_3 \dots \times X_n)^{1/n}$$

Where X = Coliform Density value of the sludge sample, and where n = number of samples (at least 7)

Method 2:

Geometric Mean = $\text{antilog}[(X_1 + X_2 + X_3 \dots + X_n) \div n]$

Where X = $\log_{10}$ of Coliform Density value of the sludge sample, and where n = number of samples (at least 7)

Example for Method 2

Sample Number	Coliform Density of Sludge Sample	$\log_{10}$
1	6.0×10^5	5.78
2	4.2×10^6	6.62
3	1.6×10^6	6.20
4	9.0×10^5	5.95
5	4.0×10^5	5.60
6	1.0×10^6	6.00
7	5.1×10^5	5.71

The geometric mean for the seven samples is determined by averaging the $\log_{10}$ values of the coliform density and taking the antilog of that value.

$$(5.78 + 6.62 + 6.20 + 5.95 + 5.60 + 6.00 + 5.71) \div 7 = 5.98$$

The antilog of 5.98 = 9.5×10^5

6.6.15 Class B Sludge: Anaerobic Digestion

Treat the sludge in the absence of air for a specific mean cell residence time at a specific temperature. Values for the mean cell residence time and temperature shall be between 15 days at 35° C to 55° C and 60 days at 20° C. Straight-line interpolation to calculate mean cell residence time is allowable when the temperature falls between 35° C and 20° C.

6.6.16 Vector Control: Volatile Solids Reduction

The mass of volatile solids in the sludge shall be reduced by a minimum of 38% between the time the sludge enters the digestion process and the time it either exits the digester or a storage facility. For calculation of volatile solids reduction, the permittee shall use the Van Kleeck equation or one of the other methods described in "Determination of Volatile Solids Reduction in Digestion" by J.B. Farrell, which is Appendix C of EPA's *Control of Pathogens in Municipal Wastewater Sludge* (EPA/625/R-92/013). The Van Kleeck equation is:

$$\text{VSR}\% = \frac{\text{VS}_{\text{IN}} - \text{VS}_{\text{OUT}}}{\text{VS}_{\text{IN}} - (\text{VS}_{\text{OUT}} \times \text{VS}_{\text{IN}})} \times 100$$

Where: VS_{IN} = Volatile Solids in Feed Sludge (g VS/g TS)

VS_{OUT} = Volatile Solids in Final Sludge (g VS/g TS)

VSR% = Volatile Solids Reduction, (Percent)

6.6.17 Vector Control: Drying With Primary Solids

Dry the sludge to 90% total solids when the sludge contains unstabilized solids from primary treatment. This shall be met at the time the sludge is bagged, distributed, land applied or disposed of.

6.6.18 Class B Sludge - Vector Control: Injection

No significant amount of the sewage sludge shall be present on the land surface within one hour after the sludge is injected.

6.6.19 Class A Sludge - Vector Control: Incorporation

Class A sludge shall be surface applied within 8 hours after being discharged from a pathogen treatment process and then be incorporated within 6 hours of surface application.

6.6.20 Class B Sludge - Vector Control: Incorporation

Class B sludge shall be incorporated within 6 hours of surface application, or as approved by the Department.

6.6.21 Landfilling of Sludge

General: Sewage sludge may not be disposed of in a municipal solid waste landfill unless the landfill meets the requirements of chs. NR 500 to 536, Wis. Adm. Code, and is an approved facility as defined in s. 289.01(3), Wis. Stats. Any facility accepting sewage sludge shall be approved by the Department in writing to accept sewage sludge. Disposal of sewage sludge in a municipal solid waste landfill shall be in accordance with ss. NR 506.13 and 506.14. Sewage sludge may not be disposed of in a surface disposal unit as defined in s. NR 204.03(62).

Approval: The permittee shall obtain approval from the Department prior to the disposal of sludge at a Wisconsin licensed landfill.

6.6.22 Sludge Landfilling Reports

The permittee shall report the volume of sludge disposed of at any landfill facility on Form 3400-52. The permittee shall include the name and address of the landfill, the Department license number or other state's designation or license number for all landfills used during the report period and a letter of acceptability from the landfill owner. In addition, any permittee utilizing landfills as a disposal method shall submit to the Department any test results used to indicate acceptability of the sludge at a landfill. Form 3400-52 shall be submitted annually by January 31, each year whether or not sludge is landfilled.

7 Summary of Reports Due

FOR INFORMATIONAL PURPOSES ONLY

Description	Date	Page
Wisconsin River Basin TMDL SSC-derived Limits for Total Phosphorus - Complete Construction	December 31, 2022	24
Wisconsin River Basin TMDL SSC-derived Limits for Total Phosphorus - Achieve Compliance	December 31, 2023	24
Mercury Pollutant Minimization Program -Final Mercury Report	January 31, 2023	24
Mercury Pollutant Minimization Program -Annual Mercury Reports After Permit Expiration	See Permit	24
Sludge Management Plan -Sludge Management Plan Submittal	October 1, 2022	24
Compliance Maintenance Annual Reports (CMAR)	by June 30, each year	27
Industrial User Compliance Evaluation and Violation Reports	Semiannual	38
Pretreatment Program Report	Annually	38
General Sludge Management Form 3400-48	prior to any significant sludge management changes	39
Characteristic Form 3400-49 and Lab Report	by January 31 following each year of analysis	39
Land Application Report Form 3400-55	by January 31, each year whether or not non-exceptional quality sludge is land applied	40
Other Methods of Disposal or Distribution Report Form 3400-52	by January 31, each year whether or not sludge is hauled, landfilled, incinerated, or exceptional quality sludge is distributed or land applied	40
Wastewater Discharge Monitoring Report	no later than the date indicated on the form	26

Report forms shall be submitted electronically in accordance with the reporting requirements herein. Any facility plans or plans and specifications for municipal, industrial, industrial pretreatment and non industrial wastewater systems shall be submitted to the Bureau of Water Quality, P.O. Box 7921, Madison, WI 53707-7921. All other submittals required by this permit shall be submitted to:

West Central Region, 1300 W. Clairemont Ave., Eau Claire, WI 54701

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2022 budget modification to fund bottled water

Committee Action: Pending

Fiscal Impact: \$13,200

File Number: 21-1109

Date Introduced: March 8, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Contingency</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount: \$13,200</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: 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 Mayor received an offer for 31 pallets of federally sourced water for the cost of delivery in the amount of \$13,300; and

WHEREAS, the City could also purchase filtered water for similar or less cost from other vendors; and

WHEREAS, the bottled water would be delivered to the Neighbors' Place for distribution; and

WHEREAS, this effort represents a partial temporary response to the PFAS testing results; and

WHEREAS, your Finance Committee has reviewed and recommends the following fund transfer to fund the purchase:

From: Contingency 110-3099950	\$13,200
To: Emergency Government 110-71092990	\$13,200

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the 2022 budget as presented above.

Approved:

Katie Rosenberg, Mayor

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

**JOINT RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION
AND FINANCE COMMITTEE**

Approving application for ARPA American Recovery Funds for the Water PFAS Treatment Investigation and Pilot Bench Testing and related budget amendment; funding for the pilot study; Continuing Professional Services Agreement, Task Orders 1 and 2 with Donohue

Committee Action: WWW: Approved 5-0
 Fin: Approved 50

Fiscal Impact: \$240,375

File Number: 22-0306

Date Introduced: March 8, 2022

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: \$240,375</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: \$240,375 funded through ARPA</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount: 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, Wausau Water Works in January 2022, as requested by the Wisconsin Department of Natural Resources (“DNR”), voluntarily tested and detected PFAS in the City’s public drinking water system; and

WHEREAS, PFAS are a group of thousands of widely used, long lasting, manufactured chemicals, the components of which break down very slowly over time and are widely used in many consumer, commercial and industrial products; they are present in our water, soil, air and food as well as in materials found in homes and workplaces; and

WHEREAS, the United States Environmental Protection Agency (“EPA”) is collaboratively researching how different levels of exposure to different PFAS can lead to a variety of health effects; and

WHEREAS, in 2016, the EPA released lifetime health advisories (“HA”) and health effects support documents for PFOA and PFOS to assist federal, state, tribal and local officials and managers of drinking water systems in protecting public health when these chemicals are present in drinking water; these HAs, which identify the concentration of PFOA and PFOS in drinking water at or below which adverse health effects are not anticipated to occur over a lifetime of exposure, are 70 parts per trillion (“ppt”) for PFOA and PFOS; and

WHEREAS, HAs are non-regulatory and reflect EPA’s assessment of the best available peer-reviewed science; and

WHEREAS, in September 2019, as part of its action plan for the regulation of PFAS constituents, the EPA sent an action to the Office of Management and Budget for interagency review to address PFAS, to provide notice of proposed rulemaking; and in January 2021, issued a final determination that they will establish an MCL for PFOA and PFOS, a federal regulatory process that will take several years and would not take effect in Wisconsin until three years after the federal MCL is established; and

WHEREAS, PFAS levels in Wausau’s six groundwater production wells and the treated water to customers are below the EPA’s HAs; and

WHEREAS, the DNR, in cooperation with the EPA, continually assesses emerging contaminants which may affect sources of drinking water across the state, and those that are determined to be a threat to drinking water sources are evaluated for the establishment of maximum contaminant levels (“MCL”) in drinking water; and

WHEREAS, at the request of the DNR and in accordance with the state's groundwater law, the Wisconsin Department of Health Services (“DHS”) reviewed scientific literature and, in the spring of 2019, recommended groundwater enforcement standards of 20 ppt for PFOA and PFOS individually and combined; and

WHEREAS, Governor Evers directed the DNR to pursue rulemaking to create enforceable standards regarding PFAS, to protect public health for drinking water, groundwater, and surface waters in the state; further, they are in the midst of its rulemaking process, and proposed a rule to amend Ch. NR 809, Wis. Admn. Code, to establish MCL standards for PFOS and PFOA in drinking water, based on recommendations from the DHS and are set at 20 parts ppt for PFOA and PFOS individually and a combined standard of 20 ppt ;

WHEREAS, The DNR policy board, on February 23, 2022, adopted a standard for drinking water, amending the proposed 20 ppt to 70 ppt, to mirror the current EPA HA, which is now subject to the approval of the Legislature’s Joint Committee for Review of Administrative Rules; and

WHEREAS, given the evolving research and despite the ongoing rulemaking processes, Wausau desires to be proactive by recommending a pilot study to assess PFAS removal options prior to the new Drinking Water Treatment Facility being placed online; and

WHEREAS, your Finance Committee met on February 22, 2022, to consider the use of American Rescue Plan Act (ARPA) Funds for a PFAS Treatment Investigation and Pilot Bench Testing and related budget amendment and recommends approval of the application for such funds in the amount of \$240,375; and

WHEREAS, your Wausau Water Works Commission met on March 1, 2022, to consider approval of and funding in the amount of \$185,375 for a Pilot Study at the new Drinking Water Treatment Facilities outlined in a Continuing Professional Services Agreement and Task Orders 1 and 2 with Donohue, to include finding consultants/engineers with expertise in PFAS removal and recommends approval of same.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the following and authorizes the appropriate staff and officials to execute the related documents:

- Making application on behalf of the City for ARPA American Recovery Funds for the Drinking Water PFAS Treatment Investigation and Pilot Bench Testing;
- The associated budget amendment.
- A pilot study to assess PFAS removal options
- Funding for the pilot study in the amount of \$240,375
- The Continuing Professional Services Agreement and Task Order 1 and 2 with Donohue, with a directive to Donohue to partner with consultants and engineers with expertise in PFAS design and removal.

Approved:

Katie Rosenberg, Mayor



Minutes of March 1, 2022

A meeting of the Wausau Water Works Commission was called to order at 6:00 p.m. in City Hall on Tuesday, March 1st, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on February 25, 2022.

Members Present: President Rosenberg, Commissioners Herbst, Gehin, Force, Robinson
Others Present: Eric Lindman, Scott Boers, Ben Brooks, Valerie Swanborg, Debra Ryan, Tom Kilian, Anne Jacobson, Stephen Opatik/ Becher-Hoppe, Susan Wojtkiewicz/ Donohue, Andrew Dow/ Donohue, Mike Gerbitz/ Donohue Via WebEx: Dan Bauman, Lou Larson, MaryAnne Groat

1) Approve Minutes of January 4th & February 15th 2022 Meeting.

Herbst moved to approve the minutes of the January 4th and February 15th 2022 meeting.
Seconded by Gehin.

Motion carried 4-0.

2) Director's Report on Utility Operations.

Force questioned personnel shortages and if there were possibilities of advertising or recruitment of more staff through local institutions or through apprenticeship.

Gehin questioned employee that resigned in wastewater if he moved to a different community or if it was a salary issue.

Brooks stated he moved to another community.

Lindman replied something did go to HR Committee city wide about an apprenticeship program that passed unanimously. At this time the utility does not have an established apprenticeship program in place.

Director's Report placed on file.

3) Presentation on Temporary and Permanent Perfluoroalkyl and Polyfluoroalkyl (PFAS) Removal Options and Discussion on a Path Forward (Donohue & Associates and Becher Hoppe).

Gerbitz, Wojtkiewicz and Dow from Donohue presented with removal options. See attached PowerPoint in the packet starting at page 17 or view [online](#).

Wojtkiewicz pointed out they have had a joint agency meeting with Wisconsin Department of Natural Resources (DNR) and Public Service Commission (PSC), DNR requires plan approval for any modification/improvements to water system that would affect quality/quantity of water delivered, including water treatment facilities, engineering reports, pilot study results, DNR worksheets, and plans and specs. Along with the need to secure a water utility certificate from the PSC if the costs for construction, purchasing, installing, modifying, or replacing exceeds \$432,000.

Dow presented 3 major responses 1) Rapid Response- which we could do right away 2)

Interim- what would work until the new drinking water treatment plant is up and running/temporary solution 3) Permanent- what may potentially be for many generations to come. He also presented with 4 mature technologies that could be utilized 1) Powdered Activated Carbon (PAC) 2) Nanofiltration/Reverse Osmosis (NF/RO) 3) Granular Activated Carbon (GAC) and 4) Ion Exchange (IX).

Herbst questioned if filtered systems were the best way to go and if so, who would install/maintain them, would residents know for sure it would reduce PFAS amount to under 20 parts per trillion (ppt), requested the service life of a filter and if there would be a removal process.

Dow replied stating just like a Brita water filter, the homeowner would be responsible for maintaining it but in answering the rest of the questions, the DNR/DHS has a website for approved/certified PFAS removal filters.

Robinson questioned if the state would consider funding engineering and approve in bringing someone in with PFAS removal experience or with innovative approaches or models.

Bauman replied that the idea makes a lot of sense but availability of funding is more of a question for DNR funding program but it doesn't mean we can't take it to the secretary's office or through state legislators' and governors as well as department to see if we can meet somewhere in the middle.

Force questioned the disposal of spent granular activated carbon (GAC).

Dow replied with the reactivation process, the high temperature thermal is more commonly used vs. incinerating.

Kilian questioned if we could indicate proximity of the source and long-term plan source identification or consider a new well. He spoke with a product manager regarding a filter and with Duke study that shown reductions, and the highest was 3ppt with filter life of 6 months.

Gerbitz replied that they design drinking water and wastewater systems and do not get involved in contaminant fate and transport but are open to supplement and work with others with this type of expertise.

Wojtkiewicz stated we could investigate digging of a new well but how far we need to move to get away from impacted groundwater, not knowing if the other side of Wisconsin River is impacted and supporting costs of wells could be significant because the further it is, there is more cost of water mains and infrastructure.

Opatik replied with additional well investigations a while back, East side was looked at, water quality there was higher in Manganese than other areas we've worked with. Treatability was challenging.

Ryan brought forth the importance of lead in our piping as ongoing issues with the importance of PFAS now too. She requested that both lead and PFAS require the need for action and to filter water before drinking.

Rosenberg commented that PFAS were everywhere, found in the firefighter foam and even in her ice cream cup.

No Action Taken.

4) Discussion and Possible Action to Approve Funding for a Pilot Study and Scope of Services for PFAS Removal at the new Drinking Water Treatment Facility with Donohue & Associates & Becher Hoppe.

Gehin excused himself from the meeting for this Agenda Item.

Force moved to approve funding for pilot study with Donohue not to exceed \$155 thousand with the task order of \$30,000. Seconded by Herbst.

Robinson questioned the expertise of PFAS removal.

Force reiterated there would be opportunity after the pilot study to include that but we

needed to take the first steps/action.

Rosenberg reiterated the motion to approve funding for pilot study and scope of services for PFAS removal at the new drinking water treatment facility with Donohue & Associates & Becher Hoppe including finding consultants/engineers with expertise of PFAS removal.

Seconded by Force.

Motion carried 4-0.

Gehin returned to the meeting after the motion made.

5) Discussion and Possible Action on Interim PFAS Remedial Options Including Funding Recommendations until the new Drinking Water Treatment Facility is Operational.

Robinson stated he would like to direct staff to prepare an RFQ.

Jacobson questioned if the motion on the floor felt germane to the body in order to take action on this item.

Rosenberg stated she finds it germane in her point of view because it's the same pilot project. She stated we could direct this to Council and wants to follow parliamentary sway unless she gets overridden.

Robinson moved to direct staff to provide qualifications for services to help evaluate pilot processes/options following engineering.

Robinson questioned timeline/outline of when alternatives would be.

Lindman replied Donohue is presenting to Council next week Tuesday.

Robinson questioned if this needed to be ran through Water Commission or would it be a joint meeting.

Lindman replied that a joint meeting could be set up but Council can make those decision and that's why they wanted those options put before them. An item they wanted was to take action on possible expenditure of funds. We could discuss possible dates/times.

Rosenberg stated Council can approve alternate funding sources that are not ratepayers or kick it back to this Commission. She stated there's a Finance Committee meeting ahead of Council Meeting and a County Human Resources Committee Meeting so it may make sense to have the joint committee meeting. The Finance Committee is at 5:15pm. Then the Council meeting follows at 6:30pm.

Rosenberg stated she would explore the joint meetings with the chair of the Finance Committee.

Robinson moved to direct staff to prepare an RFQ and advance rapid response short-term and interim basis. Seconded by Force.

Motion carried 4-1.

6) Discussion and Possible Action on Approving terms of Settlement Agreement between Wisconsin Department of Natural Resources (WDNR) and the City of Wausau, providing for dismissal of both Contested Case and Petition for Judicial Review (Marathon County Case No. 19CV32).

Lindman stated when the first permit came out there was no total maximum daily load (tmdl), we had a low phosphorous limit, so we contested the permit.

Jacobson stated we've been at this since 2019, challenging the discharge permit agency level before the DNR and at circuit court level. Nothing has happened at the circuit court level. We've petitioned for contested case hearing at DNR and they've accepted it and we kept negotiating on terms of permit and accepted staff's request for construction deadline to remain 6/30/2023 with the compliance date 6 months thereafter to 12/30/2023. There is a public comment/hearing of 70 days but as long as we don't have a third-party challenge, then the contested claim would be dismissed.

Gehin motioned to approve terms of settlement agreement between WDNR and City of Wausau, providing for dismissal of both contested case and petition for judicial review. Seconded by Herbst.

Motion carried 5-0.

7) Discussion and Possible Action on a Budget Modification for the Burek Ave/ Campus Drive Water Main Project.

Lindman stated the diameter of water main increased from 14” to 18” along with increased material costs put us over budget by \$400,000 and are looking for budget modification approval for this project in 2022.

Gehin moved to approve budget modification. Seconded by Herbst.

Motion carried 5-0.

8) Discussion and Possible Action on Utility Policy Addressing PFAS Issues in Water and Wastewater Treatment Systems.

Robinson proposed that we look at the health advisory levels and what other states were doing. We need to begin to monitor both influent and effluent at the Wastewater Treatment Plant to minimize exposure. Where are we in terms of sampling biosolids at the Wastewater Plant and looking holistically at the effects of PFAS in our utility system.

Lindman replied that we have not sampled any biosolids at the plant.

Force stated we have talked about it in our past minutes and questioned if Robinson’s holistic approach included source identification or source investigation.

Robinson replied there would be two sources, looking at the source of groundwater contamination/drinking water wells and the other is the source of potential dischargers into the systems. He stated he would move that we embrace health standards to address quality issue in drinking water and expand knowledge through influent/effluent biosolid testing. Seconded by Force.

Gehin wanted to bring to light that we have no approved methodology for the Wastewater; Biosolids testing yet so we need to be careful because we don’t want to go out on a limb and find out that we came out with bad information and committed to serious investments that our taxpayers would not appreciate.

Robinson questioned if there really were no approved methods to test biosolids.

Brooks stated there are costly methods.

Lindman replied there are no standardized testing methods yet for biosolids and would not recommend moving forward with testing. DNR established guidelines for some PFAS levels in biosolids but these are not enforceable standards only guidelines, these were presented at a previous meeting and we can bring them back for your review.

Rosenberg stated it is worth it to investigate because what goes in does come out.

Robinson requested a three-part motion, 1) adopt department of health recommendation for 20 ppt for water 2) evaluate wastewater influent/effluent biosolids 3) look for source identification for PFAS in both groundwater and effluent if we had any.

Rosenberg reiterated we have motion to adopt the department of health recommendation for 20 ppt in drinking, evaluate wastewater influent/effluent, and investigate source of PFAS.

Motion carried 5-0.

9) Discussion on Possible Steps Moving Forward on PFAS Removal in Water and Wastewater Treatment Systems.

Robinson stated we can go with the sampling and get out the timelines and expectations to everyone out there that are waiting.

Lindman replied we can do that on the website.

Force reiterated that we can be as transparent to the Public so they understand the issue and what we are doing about it.

Rosenberg stated she is working with a firm to communicate this out and in plain English.

No Action Taken.

10) Discussion on Future Meeting Dates and Times for Wausau Water Works Commission.

Robinson requested that the joint meeting mentioned be no earlier than 530pm.

Rosenberg stated she will send out a note to request that and stated we can align with evening times for future meeting times.

No Action Taken.

11) Adjourn.

There being no further business to discuss, motion to adjourn by Gehin. Seconded by Herbst.

Link to view meeting in its entirety: <https://tinyurl.com/wausaucitycouncil>

Gina Vang, Recording Secretary

S:\WaterWorks\Common\WaterCommission\2022\April\WWWC_20220301_Minutes.doc.

FINANCE COMMITTEE

Date and Time: Tuesday, February 22, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Deb Ryan, and Dawn Herbst

Others Present: Maryanne Groat, Toni Vanderboom, Bob Barteck, Ben Bliven, Liz Brodek, Randy Fifrick, Anne Jacobson, Katie Rosenberg, Kraig Kruzan, Quinn Ambrosius, Rick Rubow, Scott Boers, Eric Lindman, Jamie Polley, Mary Goede, Kaitlyn Bernarde

Discussion and Possible Action regarding the application for ARPA American Recovery Funds for the Water PFAS Treatment Investigation and Pilot Bench Testing and related budget amendment

Rasmussen indicated the Water Commission is recommending they commence a pilot study to determine in connection with adjustments to the new plant, what the appropriate mix of filtration media and resins to get the right treatment for PFAS for a long-term solution.

Eric Lindman, DPW and Water Utility Director, confirmed they'd like to pursue a pilot testing program to determine what the best options are for PFAS removal. He stated the proven technologies at this point would be resin granular activated carbon in a few different scenarios, along with the media we are also putting in the new facility. The scope of services is evolving and will go to the Wausau Water Works Commission on March 1st for discussion and finalization, which is the first step. He commented the sooner we can get started with this data the better, so we can present it to the DNR and get approval.

Deb Ryan felt the Water Commission and the Council needs to know where we are with the underground infrastructure in our streets regarding what has been upgraded and what still needs to be upgraded. She commented she understood the concerns about PFAS, but we also still have a lot of older homes with lead laterals. There is a need for filtering systems in people's kitchens now to be safe, as well determine how long it will take for upgrading the laterals.

Lindman stated they are currently working through a lead service line replacement plan, which is part of what is going to be required through the revisions of the EPA. Rasmussen clarified the pilot study proposed today is specifically for a long-term PFAS solution.

Motion by Herbst, second by Martens to approve the application for ARPA American Recovery Funds for the Water PFAS Treatment Investigation and Pilot Bench Testing and related budget amendment. Motion carried 5-0.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - CALENDAR
Public Works & Utilities

[illegible]



CONTINUING PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between:

City of Wausau (Owner)
407 Grant Street
Wausau, WI 54403

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire Agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: _____

Title: _____

Date: _____

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

Donohue shall perform the Services requested by the Owner and agreed to by Donohue. Such services shall be defined with a written Task Order including Scope of Services, Project Timing, and Compensation. The Task Order will be signed by Donohue and the Owner, and shall be incorporated into this Agreement as a Task Order. This Agreement shall be automatically renewed annually on the anniversary of its original execution. Either Donohue or Owner may terminate this Agreement by giving the other party written notice at least 30 days prior the renewal date.

PART II
OWNER RESPONSIBILITIES

- A. In addition to other responsibilities of Owner set forth in this Agreement and each Task Order, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
 2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
 4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
 5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
 6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Owner shall pay Donohue for Services in accordance with a project specific negotiated fee. Compensation will be designated in each Task Order and will apply only to the Task Order in which it is designated.
- B. Donohue will be compensated for professional services on a Task Order basis. Compensation will be either on a lump sum basis or a not-to-exceed basis in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup.
- C. Donohue will bill Owner monthly, with net payment due in 30 days. For lump sum Task Orders, the invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- D. Donohue will notify Owner if Project scope changes require modifications to the Task Order contract value. Services relative to scope changes will not be initiated without authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.



**TASK ORDER NO. 1 TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
Between City of Wausau (Owner) and
Donohue & Associates, Inc. (Donohue)
Date of Original Executed Agreement: _____**

TASK ORDER NAME/DESCRIPTION: PFAS Treatment Investigation and Pilot Testing

Through voluntary testing of all water supply wells for per- and polyfluoroalkyl substances (PFAS), Wausau Water Works has detected PFAS in all six wells, including PFOA and PFOS at combined concentrations ranging from 24 to 33 parts per trillion (ppt). This sampling also indicated that the existing Drinking Water Treatment Facility is not removing these compounds. The proposed services will assist the City of Wausau with investigation of PFAS treatment options to be implemented at the new Drinking Water Treatment Facility (DWTF) currently under construction.

The new DWTF will include treatment with an anion exchange system. The Tulsion® A-72 MP resin, manufactured by Thermax, to be used in the anion exchange system, was developed for color and total organic carbon (TOC) removal. No data on PFAS removal by this resin is available from the anion exchange system manufacturer or resin manufacturer. It is plausible that the resin has affinity for PFAS and therefore, at least temporarily or to some degree, may reduce PFAS concentrations in water treated through the anion exchange system. A pilot study with an anion exchange column operating at the existing DWTF is an opportunity to collect information about the PFAS removal capabilities of this resin.

There are several potential limitations associated with using the Tulsion A-72 MP Thermax resin for removal of PFAS, which will need to be evaluated in the pilot study:

- Competition from TOC and other anions might cause PFAS breakthrough at a frequency that makes use of the resin for PFAS removal cost-prohibitive
- There are some differences in how anion exchange systems for TOC removal are operated relative to anion exchange systems for PFAS removal, which may make it difficult to use the same anion exchange system and resin for both TOC and PFAS removal. For example, regular backwashing and regeneration of the resin for TOC removal might disrupt PFAS removal or make PFAS breakthrough less predictable.

Evaluation of the Tulsion A-72 MP Thermax resin and a second ion exchange resin that has proven PFAS removal capability will help to address these limitations and provide valuable information for selection of a PFAS removal strategy.

In order to expedite testing, pilot testing equipment will be installed in the existing DWTF. The pilot study will include installation and operation of up to four pilot test columns in three treatment scenarios. One

column will contain Tulsion A-72 MP Thermax resin, one column will contain GAC, and two columns will contain a resin that has proven PFAS removal capability.

Three parallel treatment trains will be evaluated. Train 1 will be the Tulsion A-72 MP Thermax resin and the resin with proven PFAS removal capability in series. Train 2 will be the Tulsion A-72 MP Thermax resin and GAC in series. Train 3 will be one column with the PFAS-proven resin.

Pilot Column Trains, Scenarios and Objectives

	Train 1	Train 2	Train 3
Column 1	Tulsion A-72 MP Thermax resin (same column used in both trains)		SORBIX resin from ECT2 with proven PFAS removal capabilities
Column 2	SORBIX resin from ECT2 with proven PFAS removal capabilities	GAC	N/A
Operating Strategy	Regenerate and backwash Thermax resin as planned for new DWTF; no regeneration or backwash for second column	Regenerate and backwash Thermax resin as planned for new DWTF; no regeneration or backwash for second column	No regeneration or backwash
Simulated Scenario	Additional anion exchange system downstream of system used for TOC/color removal	GAC system downstream of anion exchange system used for TOC/color removal	Installation of a different anion exchange resin in the existing vessels in lieu of the A-72 MP resin
Objectives	- Understand performance and limitations of Thermax resin as a combined solution for NOM and PFAS removal - Demonstrate proof-of-concept of Thermax resin as pre-treatment for PFAS removal by second anion exchange resin	Demonstrate proof-of-concept of Thermax resin as pre-treatment for PFAS removal by GAC	Understand performance and limitations of a resin with proven PFAS-removal capability in lieu of Thermax resin, with no pre-treatment for NOM and color removal

For Train 1 and 2, PFAS in the effluent from each column will be measured over multiple regeneration cycles of the Thermax resin; concentration of PFAS in brine waste from regeneration of the Thermax resin will also be measured. Train 3 will be tested for PFAS removal and for effluent color and TOC.

Anticipated proof-of-concept information may include:

- Detection of PFAS in the Tulsion A-72 MP (Thermax) resin effluent
- Elevated differential pressure, color breakthrough, elevated TOC, and/or PFAS breakthrough in effluent from anion exchange resin operated in parallel with (i.e., in lieu of) the Thermax resin

- Non-detectable PFAS in effluent from anion exchange resin or GAC column operated in series with Thermax resin.

The Task Order 1 pilot testing will provide valuable information about the viability and non-viability of various treatment approaches. If the City wishes or, because of regulatory requirements, needs to accelerate full-scale implementation of a PFAS treatment system at the new DWTF, the proof-of-concept information generated from this pilot study may support such an approach along with other data, case studies, and precedent from other states that could be presented in discussions with WDNR. Additional pilot testing may be desired or required for one or more of the following reasons and objectives:

- Develop more accurate operating and life cycle cost projections for a proposed media or resin
- Compare the performance of multiple GAC products, ion exchange resins, or other media candidates over a duration sufficient to define differences in site-specific media replacement frequency and thereby select a technology estimated to provide PFAS removal at an optimized life cycle cost
- Should WDNR require piloting GAC or ion exchange columns to “breakthrough” – when effluent PFAS exceeds treatment goals or limits of detection—before approving an installation, testing could take 12-18 months depending on water quality and the media selected.

A. SCOPE OF SERVICES

The pilot testing strategy described above is designed to provide an immediate response to the detection of PFAS by proof-of-concept exploration of available approaches for PFAS removal to assess certain approaches as either non-viable or worthy of further evaluation. In order to provide a comprehensive response, evaluation of additional treatment options such as powdered activated carbon and other modifications to the planned new DWTF treatment train, which can be screened with bench testing, is included in the scope of the study.

The following tasks will be completed as part of the pilot study program:

1. Obtain pilot test columns and associated equipment and anion exchange resins and install equipment at existing DWTF with assistance from Wausau Water Works staff.
2. Prepare pilot study test protocol as required by Wisconsin Department of Natural Resources (WDNR). Submit protocol to WDNR for review and approval. Pilot study test protocol will include the following elements required by Wisconsin Administrative Code NR 811.45(1):
 - a. Pilot plan treatment design and operating parameters
 - b. Length of pilot plant operation. (Code requires minimum of 2 treatment cycles, which will not be feasible given anticipated breakthrough time for ion exchange)
 - c. Chemicals and chemical feed equipment to be used along with chemical dosing rates
 - d. Waste disposal
 - e. Operator safety
 - f. Backflow prevention for protection of water system facilities supplying the pilot test equipment.
3. Operate pilot testing equipment.
 - a. Check pilot testing equipment weekly

- b. Collect laboratory samples from pilot test columns as needed.
 - c. Evaluate laboratory sample results as they are received.
4. Prepare report summarizing the results of the pilot testing. The report will be submitted to WDNR in accordance with Wisconsin Administrative Code NR 811.45(2).
5. Prepare cost opinions and engineering evaluation of PFAS treatment and response options based on those determined to be viable, and document in technical memorandum. Treatment/response options to be evaluated include:
 - a. GAC after Ion Exchange: obtain manufacturer recommendations for media and equipment, prepare schematic layout for installation at new DWTF and perform cost analysis
 - b. Ion Exchange (for PFAS) after Ion Exchange: obtain manufacturer recommendations for resin and equipment, prepare schematic layout for installation at new DWTF and perform cost analysis
 - c. Alternate well locations: conduct review of local geological mapping and well construction data and prepare cost estimates.
6. Screen and evaluate additional alternatives involving potential upstream modifications to the new DWTF train that could make use of the new DWTF while providing cost-optimized solutions for PFAS removal and document in technical memorandum.
 - a. PAC: perform bench testing of PAC for feasibility screening, obtain manufacturer recommendations for equipment, prepare schematic layout for installation in new DWTF and perform cost analysis
 - b. Other modifications to new DWTF treatment train: perform bench testing for feasibility screening, prepare schematic of DWTF modifications and perform cost analysis.

Once the results of the pilot testing and bench scale testing are obtained and a preferred path forward is identified, it is anticipated that detailed coordination with various state and local regulatory agencies for implementation of proposed option(s) will be performed under a subsequent task order.

B. PROJECT TIMING

The proposed services will be performed in two parallel tracks, shown in the table below. Work on both Track 1 and Track 2 will begin immediately after authorization of Task Order 1.

Project Timing

Track 1	Track 2
1. Obtain/install pilot test equipment 2. Prepare pilot test proposal for WDNR review/approval 3. Operate pilot test 4. Prepare pilot test report	5. Prepare cost opinions and engineering evaluation of treatment and response options including GAC, IEX and alternate wells 6. Screen and evaluate additional alternatives involving potential upstream modifications to new DWTF 7.

Compensation for the scope of services is based on operating the pilot test columns for six months. It is anticipated that all other services will be completed within six months of authorization by Owner.

C. COMPENSATION

Compensation for this Task Order will be not to exceed \$155,375 in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Owner will be responsible for [1] laboratory analysis fees and [2] fees for pilot equipment rental and initial technician installation and start-up support from equipment vendor.

Fee Estimate Table

Task	Gerbitz	Wojtkiewicz	Dow	Matthias	Opatik	Ligman	Patterson	Total Hours	Labor Cost	Travel	Total Cost
	\$ 250	\$ 185	\$ 185	\$ 120	\$ 165	\$ 165	\$ 165				
1 Project Management and Pilot-Test Equipment Procurement/Installation											\$19,440
a Produce Project Workplan		4						4	\$740		\$740
b Project Management and Coordination Activities (6 months)	10	20						30	\$6,200		\$6,200
c Procure Equipment and Coordinate Installation			10	20	10		40	80	\$12,500		\$12,500
2 Pilot Test Protocol/Agency Coordination											\$9,800
a Produce Pilot Test Protocol for Owner and WDNR Review/Approval		10	20	20				50	\$7,950		\$7,950
b WDNR Review/Response		5	5					10	\$1,850		\$1,850
3 Pilot Testing											\$43,860
a Check Pilot Test Equipment Weekly (6 months)							96	96	\$15,840		\$15,840
b Collect Samples (6 months)							96	96	\$15,840		\$15,840
c Compile and Evaluate Lab Samples (monthly for 6 months)		12	12	48			12	84	\$12,180		\$12,180
4 Pilot Test Report											\$13,850
a Prepare and Submit Pilot Test Report to WDNR		10	20	40			10	80	\$12,000		\$12,000
b Respond to WDNR Comments		5	5					10	\$1,850		\$1,850
5 Evaluate Full-Scale PFAS Alternatives											\$42,425
a Treatment alternatives: IEX+GAC, IEX+IEX, and IEX. Produce schematic layouts and cost opinions.		5	60	60	10		5	140	\$21,700		\$21,700
b Alternate Well Locations. Review of local geological mapping and well construction data. Prepare cost estimates.		40			10	10		60	\$10,700		\$10,700
c Produce and Submit Technical Memorandum	5	10	20	20	5			60	\$10,025		\$10,025
6 Bench Testing of PFAS-Related Chemical Conditioning Enhancements											\$26,000
a Powdered Activated Carbon: perform bench testing of PAC for feasibility screening, obtain manufacturer recommendations for equipment, prepare schematic layout for installation in new DWTF and perform cost analysis.		5	40	10	5		10	70	\$12,000	\$2,000	\$14,000
b Other modifications to new DWTF treatment train: perform bench testing for feasibility screening, prepare schematic of DWTF modifications and perform cost analysis.		5	40	10	5		10	70	\$12,000		\$12,000
Total	15	131	232	228	45	10	279	940	\$153,375	\$2,000	\$155,375
Total Labor Dollars by Staff	\$ 3,750	\$ 24,235	\$ 42,920	\$ 27,360	\$ 7,425	\$ 1,650	\$ 46,035				

Donohue
Becher Hoppe

APPROVED FOR OWNER

APPROVED FOR DONOHUE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**TASK ORDER NO. 2 TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
Between City of Wausau (Owner) and
Donohue & Associates, Inc. (Donohue)
Date of Original Executed Agreement: _____**

TASK ORDER NAME/DESCRIPTION: On-call services related PFAS response and communication efforts

A. SCOPE OF SERVICES

As requested by the Owner, provide engineering support related to developing and considering strategies to implement temporary PFAS removal systems. These might be full-scale systems at the existing drinking water treatment facility or reduced-scale systems located at several points in the distribution system.

As requested by Owner, support staff with communication and information sharing related to PFAS treatment – e.g., [1] preparing materials for meetings (Commission, Council, and public information), [2] attending meetings, and [3] preparing material for public distribution.

B. PROJECT TIMING

Services will begin immediately upon authorization of this Task Order and will be performed as requested by Owner.

C. COMPENSATION

Compensation for this Task Order will not exceed \$30,000, with hourly rates in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: _____

Title: _____

Date: _____

PLANNING OPTION AGREEMENT

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 12th day of January 2022, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") and **MAIN STREET WAUSAU LLC**, a Wisconsin limited liability company, having an office at 1818 Parmenter St., Suite 400, Middleton, Wisconsin 53562 (hereinafter "DEVELOPER").

WITNESSETH:

WHEREAS, CITY is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.48 acres and being depicted and identified as "Lot 6," "Lot 7," and "Lot 8" on Exhibit A attached hereto (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate an agreement relating to the sale of the Property to DEVELOPER and development of the Project.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

1. Planning Option.

- (a) Subject to the terms and conditions herein, CITY hereby grants to DEVELOPER an exclusive period from the date hereof until 5:00 PM (Central Time) on March 1, 2022 to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). In consideration of the Planning Option, DEVELOPER has paid to CITY Ten Dollars (\$10.00).
- (b) During the Planning Option, CITY agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.
- (c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY's advance written consent; (ii) prior to conducting any activities on the Property, DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; (iii) DEVELOPER agrees to promptly repair any damage

DEVELOPER or its agents causes (such obligation shall survive the expiration or termination of this Agreement); and (iv) DEVELOPER and its agents shall comply with all applicable laws. CITY shall make available all known environmental reports in CITY's possession.

(d) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

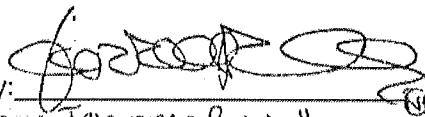
2. **Development Agreement Negotiations.** Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER's intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period expiring at 5:00 PM (Central Time) sixty (60) days after the date of such notice (or if such date is a weekend or holiday, the next business day) to arrive at a binding development agreement between the parties relating to the sale of the Property and the development of the Project (the "Development Agreement"). The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement (in each party's sole and absolute discretion), and neither party shall be obligated to enter into such agreement. Before it can be finalized, any Development Agreement shall be subject to the approval by the City Council. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self-terminate. Without limiting the generality of the foregoing, DEVELOPER acknowledges and agrees that (i) CITY has no obligation to enter into a Development Agreement, to provide development incentives, or to sell the Property to DEVELOPER, whether or not DEVELOPER proposes a project and/or incentives similar to prior discussions, (ii) DEVELOPER shall not be entitled to any payments from CITY, including, without limitation, payment of DEVELOPER's costs (whether incurred to date or in the future) relating to the Property, the Project or Development Agreement negotiations, except as set forth in a binding Development Agreement, such costs being at DEVELOPER's sole expense; and (iii) if a binding Development Agreement is not entered into within the timeline above, CITY may pursue different development options for the Property, including, without limitation, selling to another party.
3. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER may terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with or without cause, upon at least thirty (30) days' written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option. Upon termination or expiration of this Agreement, neither party shall have any further obligations except those which expressly survive.

4. **Miscellaneous.** DEVELOPER shall not have the right to assign this Agreement to any other party without the prior written consent of CITY, which consent shall not be unreasonably withheld. All notices hereunder must be in writing and must be sent either by (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, to the address listed in the intro paragraph above. Under no circumstances shall any council member, officer, official, director, attorney, employee or agent of CITY have any personal liability arising out of this Agreement. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by both parties. Any approval, consent or waiver by CITY shall not be binding unless/until approved or ratified by the City Council. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and undertakings between the parties. This Agreement is intended solely for the benefit of DEVELOPER and CITY, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement. If any provision of this Agreement is held invalid or unenforceable, the remaining portion thereof and all other provisions of this Agreement will remain valid and in force to the fullest extent by law. This Agreement is governed by Wisconsin law, and any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and DEVELOPER. 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.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

DEVELOPER:

MAIN STREET WAUSAU LLC
a Wisconsin limited liability company

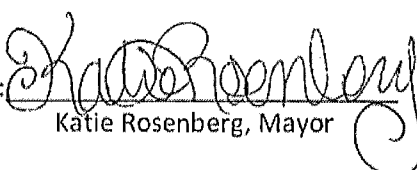
By: 

Name: Terrence R. Wall

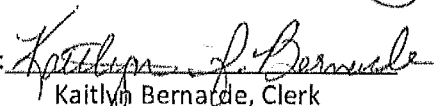
Title: President of its manager

CITY:

CITY OF WAUSAU,
a Wisconsin municipal corporation

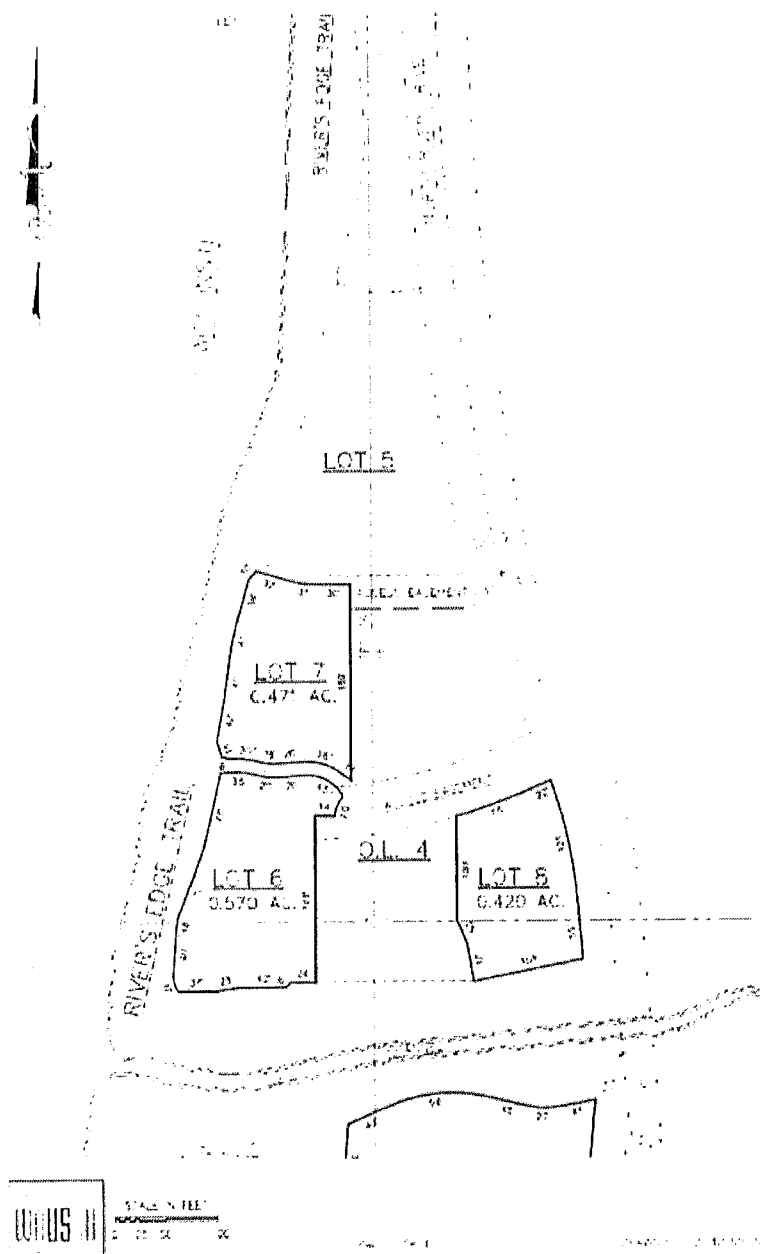
By: 

Katie Rosenberg, Mayor

By: 

Kaitlyn Bernatke, Clerk

DEPICTION OF THE PROPERTY

[illegible]



T. Wall Enterprises
Development LLC

February 28, 2022

City of Wausau
407 Grant Street
Wausau, WI 54403

RE: Intent to Proceed & Request Planning Option Extension

Dear Economic Development Committee:

Thank you for the opportunity and your interest in working with us to develop the north riverfront.

District at Riverlife, LLC, formerly known as Main Street Wausau, LLC, hereby notifies the City of Wausau of its intent to proceed with due diligence and development agreement negotiations for property located on the north riverfront.

Due Diligence

District at Riverlife has hired American Engineering Testing (AET) and True North Consultants to perform soil borings and soil testing. AET intends to perform 18 borings along the footprint of each building for the purpose of classifying soil components (silt, sand, clay, etc.). True North intends to be on site while borings are being conducted. True North will collect a soil sample from 6 or more borings. The samples will be analyzed as required by Marathon County Landfill. The results of the sampling will be provided to Marathon County Landfill to obtain approval for disposal.

AET and True North were scheduled to test soils on February 23rd, after Council approval on February 22nd. Unfortunately, due to unforeseen requirements, conditions of the approval were not met the following day so due diligence efforts have paused until District at Riverlife can provide liability insurance from AET and True North that is acceptable to the City.

Development Agreement

District at Riverlife would like to proceed with planning and development of the riverfront property to reflect the approved General Development Plan. Although we do not have the feasibility analysis completed (i.e. due diligence is outstanding), the developer and City can work together to complete all other aspects of the Development Agreement.

Creating Places Where People Interact

P.O. Box 620037 Middleton, WI 53562 608-345-0701 terrence@twallenterprises.com



T. Wall Enterprises
Development LLC

Planning Option Extension

District at Riverlife hereby requests that the Planning Option be extended to May 2nd, with a Development Agreement negotiation period to September 1st, so developer can correct insurance issues, reschedule soil testing, and receive results of said testing. The extension will allow time to complete the necessary due diligence, complete feasibility analysis, finalize, and receive approval of the Development Agreement.

This request has been discussed and reviewed with city staff. We have laid out a reasonable timeline for completing these objectives.

- March 23 - Developer & City Staff meeting
- April 4 - Finalize Term Sheet
- May 2 - Submit Draft Development Agreement
- May 2-June 13 - Series of Meetings to finalize Development Agreement
- June 15 - Submit Final Development Agreement
- July 5 - Economic Development Committee (following date- Aug. 2)
- July 12 - Finance Committee (following date- Aug. 10)
- July 26 - Common Council (following date- Sep. 13)

Conclusion

In conclusion, we would like to get our consultants on site for testing so that we can complete our soils report and feasibility analysis. The extension will grant us the time needed to complete these objectives and work with the City on an agreement.

Thank you for your consideration.

Sincerely,

Nick Patterson
Project Manager
District at Riverlife, LLC

Creating Places Where People Interact

P.O. Box 620037 Middleton, WI 53562 608-345-0701 terrence@twallenterprises.com



March 8, 2022

City of Wausau
407 Grant Street
Wausau, WI 54403

RE: District at Riverlife, LLC

Dear City Council:

Contrary to false info being put out by others, we are ready to proceed. The Development Agreement has been drafted and only needs Committee approval.

Solution

There are two alternative paths that can be taken by the City to proceed.

Alternate Path A

You could approve a real Planning Option providing a real 60-day window of due diligence time to access the property without an additional written requirement to go back to the City to approve specific dates and times.

Alternate Path B

We have already exercised our rights in Section 2 of the Planning Option to finalize and approve the Development Agreement. We can work with city staff over the next 60 days to complete the Development Agreement. We could also use this same 60-day period for the due diligence period – if you so approve. We can then access the site for the tests and get the Development Agreement approved in April.

Planning Option - Timeline of Events

District at Riverlife, LLC (the “Buyer”), formerly known as Main Street Wausau, LLC, entered into a Planning Option with Wausau on January 12th. (The Planning Option is enclosed.)

To-date the City has never given us permission to enter the site and conduct due diligence testing. Read carefully below and you will see.

Here is a step by step summary of events that have taken place since the conception of the Planning Option.

- 1. December 28 - City staff drafted the Option and we were given no opportunity to review or comment on the language of the option.**

The Planning Option was sent to Economic Development Committee (EDC) with no input allowed by us and in fact, it was given to us at the same time as it was put on the agenda for the EDC meeting. The Planning Option supposedly granted us access to the site for due diligence (i.e. environmental testing, soil borings, survey, etc.) for 60 days.

2. January 4 - The Planning Option was approved but was not really an Option.

To our surprise the Planning Option was not really an option because the Option prohibited our access to the site without receiving additional written permission from the City. See Planning Option Section 1(c).

(c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY's advance written consent

3. January 5 – February 8 – Buyer contacted vendors for dates and coordinated as to when they could be on site.

4. February 9 – District at Riverlife submitted notice to city staff to access the site.

We scheduled our consultants and the soonest they could be on site was February 21st. Once our date/time was locked in then we gave notice to City Staff of the testing dates.

5. February 16 – Certificate of Insurance submitted to city staff

Buyer notified by city staff on February 16th that we were required to submit proof of liability insurance. Buyer provided industry standard certificates of insurance that same day.

6. February 16 – City staff reiterated that additional Council approval will be required per the Option language

We were told that we had to go back to the City on February 22nd for approval to access the site for due diligence. (So really the planning option did not grant us any rights to access the site).

7. February 22 – Site access was approved by City Council but access was still denied by city staff and city attorney.

8. February 22 – City Attorney demanded that more changes be made to Certificates of Insurance

February 22nd, the City Attorney had additional demands and required more changes to the certificates.

9. February 23 – Revised Certificates of Insurance submitted to City

On February 23rd we submitted new certificates. (The City should have provided a single list of demands at the start.)

10. February 23 – City still did not grant written access to the site.

Since the Council did not approve access until 22nd, our consultants had to reschedule to February 23rd. Our consultants were ready to go on the 23rd but we were never granted written access to the site by staff.

11. February 24 – City Attorney required additional conditions to Certificates of Insurance (Such conditions were beyond the scope of the Certificates and required changes in vendors insurance policies.)

On February 24th, the City Attorney came back with additional requirements for the certificates of insurance. The requirements were that the Certificate Holder and that the actual insurance coverage should be changed. The request to upgrade insurance coverage to a per project basis is a major increase in coverage that our consultants would not accommodate.

12. February 24 – Consultants reprioritized to other projects due to delays

Our contractors and consultants are very busy. We cannot just snap our fingers and have them show up the next day. We have to call and schedule them weeks in advance. If we have to go and get approval from the City for specific dates then we miss those days because of statutory requirements to provide public notice and the process that the city has to go through, and then we have to reschedule. By the time our vendors commit dates, and we go back to Council, then those dates have passed and we have to reschedule with the vendors and get back in line again. This is a torturous process that is totally unnecessary.

While the back-and-forth process of revisions to the certificates are taking place, we had lost our place in line with our consultants.

13. February 28 – Buyer submitted notice to proceed with development

Prior to expiration of the testing period, the Buyer submitted notice on February 28th to proceed with development of the property. This notice exercised rights in Section 2-“Development Agreement Negotiations”, which gives the Developer and the City of Wausau 60 days to negotiate a development agreement.

14. March 1 – As a result of the city attorney’s continuous demands for conditions impossible to satisfy, Buyer still has never been given written permission to conduct due diligence on the site.

As a result of this whole process the testing period in the Planning Option expired on March 1st. The City has not proceeded in good faith in this process.

15. March 2 – City staff said they would review and comment on the draft development agreement which was drafted in August.

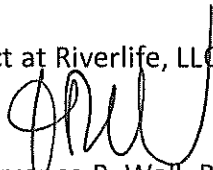
Conclusion

In conclusion, choose Alternate Path A or Alternate Path B.

Let’s see the City get back to proceeding in good faith instead of trying to place blame. Let’s move forward.

Sincerely,

District at Riverlife, LLC

A handwritten signature in black ink, appearing to read 'TR Wall', written over the printed name of Terrence R. Wall.

By: Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, Its Manager

A handwritten signature in black ink, appearing to read 'Nick Patterson', written over the printed name of Nick Patterson.

By: Nick Patterson, Project Manager of
T. Wall Enterprises Development, LLC