



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, April 11, 2023 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Presentation:	Children's Wisconsin on Strengthening Families Month		
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
File #	CMT	Consent Agenda	ACT
23-0301	COUN	Minutes of previous meeting (3/28/23)	Place on file
12-1118	FIN	Resolution Approving Production Agreement between Marathon County and City of Wausau	Approved 5-0
12-0219	HR	Resolution Approving amendment to the Employee Handbook Section 5.19 – Tuition Reimbursement.	Approved 5-0
12-0219	HR	Resolution Approving amendment to the Employee Handbook Section 8.08 – General Leaves of Absence	Approved 5-0
12-0219	HR	Resolution Approving amendment to the Employee Handbook Section 4.01 – Employment Categories	Approved 5-0
16-1207	PLAN	Resolution Approving Final Plat for the 1st Addition to Royal View Estates	Approved 6-0
23-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
23-0403		Mayor's Appointments	
22-1109	FIN	Resolution Approving contract for professional cleaning services with Hands-on Cleaning, LLC and related budget modification	Approved 5-0
22-1109B	FIN	Resolution Approving and Adopting the Budget Modification for 4th of July Fireworks	Approved 5-0
22-1109C	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Corrosion Control Study and Testing	Approved 5-0
22-1109D	FIN	Resolution Approving 2023 Budget Modifications – City Hall Security Improvements	Approved 4-1
Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
95-0817	COUN	Resolution Approving contract for Regional Hazardous Materials Response Team Services with the State of Wisconsin	Pending
23-0404	COUN	Resolution Approving agreement for settlement of lawsuit – James Kurth and Lynn Kurth, Marathon County Case No. 20-SC-513	Pending
Public Comment & Suggestions			
CLOSED SESSION pursuant to Wis. Stat. Section 19.85(1)(g) for the purpose of 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, for the purpose of conferring with legal counsel regarding a settlement offer received in Marathon County Case No. 20-SC-513 (James Kurth and Lynn Kurth)			
RECONVENE into Open session, if necessary, to take action on closed session item.			

Adjournment

Signed by Mayor Katie Rosenberg

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 4/06/23 @ 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) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



Proclamation

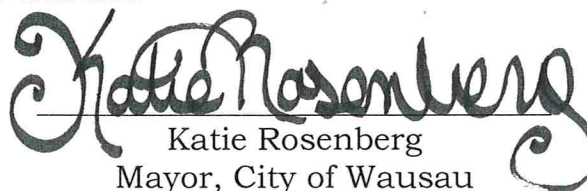
- WHEREAS,** when caregivers, families, communities, and government agencies work together to create safe, stable, and nurturing environments for all children, because childhood lasts a lifetime; and
- WHEREAS,** research demonstrates that building family protective factors – social and emotional competence of children, knowledge of parenting and child development, social connections, parental resilience and concrete supports in times of need – promotes the optimal development of children and reduces the likelihood of child abuse and neglect; and
- WHEREAS,** child maltreatment can be reduced by ensuring families are supported in building protective factors through strength-based policies, programming and public awareness; and
- WHEREAS,** the Children's Wisconsin Marathon Family Resource Center in Wausau has multiple prevention programs, counseling, and a Child Advocacy Center to help combat child abuse and neglect; and
- WHEREAS,** during the month of April, we embrace Pinwheels for Prevention® as the pinwheel has come to serve as the physical embodiment, or reminder, of the great childhoods we want for all children; and
- WHEREAS,** we can prevent child abuse and neglect through optimal child development by promoting child, family and community strengths; and
- WHEREAS,** this April the City of Wausau joins organizations throughout the state that support children and families in recognizing National Child Abuse Prevention Month as Family Strengthening Month; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April, 2023 as

Family Strengthening Month

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




Katie Rosenberg
Mayor, City of Wausau

March 22, 2023



Proclamation

WHEREAS, the Community Development Block Grant (CDBG) Program has been in existence since 1974 and been used in Wausau since 1976; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income households; and

WHEREAS, over the past three years, the City of Wausau received a total of \$1,890,907 in CDBG funds and has funded a variety of projects that have directly benefited our citizens and neighborhoods by funding water, sewer, and street improvement projects, economic development projects, and other public improvement projects; and

WHEREAS, Congress and the nation acknowledge the critical value of the CDBG Program and the significant projects that rely on its funds for support; and

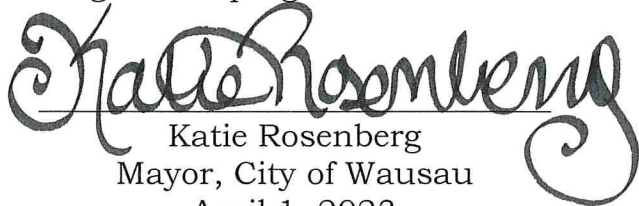
WHEREAS, the week of April 10 – 14, 2023, has been designated as National Community Development Week to celebrate the Community Development Block Grant Program; now

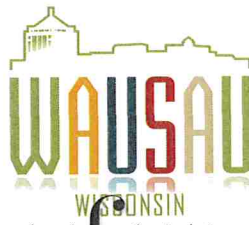
THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April 10-14, 2023 as

Community Development Block Grant Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, that our community urges Congress and the Biden Administration to recognize the outstanding work being done locally and nationally with CDBG by supporting increased funding for the program FY 2024.




Katie Rosenberg
Mayor, City of Wausau
April 1, 2023



Proclamation

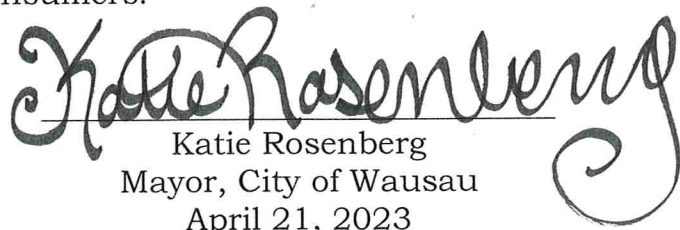
- WHEREAS,** in the 1960's, Wisconsin Senator Gaylord Nelson became worried that politicians were ignoring environmental issues, especially a California oil spill, so he organized a demonstration on April 22, 1970, which became the first official Earth Day; and
- WHEREAS,** this helped inspire the creation of the Environmental Protection Agency (EPA), as well as the Clean Air, Clean Water and Endangered Species Acts; and
- WHEREAS,** by 1990, the campaign spread to 141 countries, and gave significant attention to things like recycling; and
- WHEREAS,** this year marks the 53rd Earth Day. The theme of "Invest in our planet," reminds businesses, governments and individuals that we are all equally responsible for moving towards the green revolution and protecting the health of future generations; and
- WHEREAS,** trees are an important piece of humanity's health and wellbeing, and a tree must live 10-20 years to have a meaningful effect on the environment; and
- WHEREAS,** urban reforestation projects improved the mental health of office workers who could view green spaces from their office; and
- WHEREAS,** this year, the Citizen's Climate Lobby/NAOMI Earth Day Tree Planting will take place on Saturday, April 22, 2023 at 10 am at the 10th Street Park and will involve planting and dedicating 10 new trees; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April 22, 2023 as

Earth Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and ask that you all push for sustainable solutions as voters and consumers.




Katie Rosenberg
Mayor, City of Wausau
April 21, 2023

Proclamation

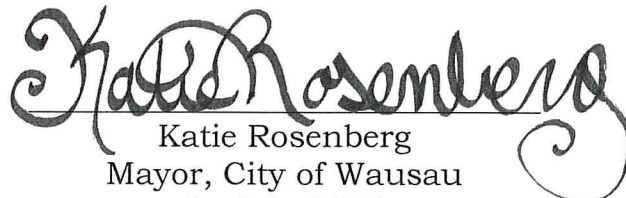
- WHEREAS,** sexual violence against the citizens of Wisconsin continues at an unacceptable rate; each year affecting many thousands of people in Wisconsin of all genders, ages and abilities; of all racial, cultural and economic backgrounds, and of all sexual orientations; and
- WHEREAS,** sexual violence is encouraged by - and in turn reinforces - systems of oppression within society; compelling each of us to redouble our efforts and commitment to creating an ever more just society; and
- WHEREAS,** continued commitment is needed to ensure that all victims and survivors are treated with dignity and respect they deserve, and afforded the support they need to heal; and
- WHEREAS,** to prevent the future violation of our citizens, it is imperative that we foster greater public awareness of the causes and effects of sexual violence and commit to addressing this problem on every civic level; and
- WHEREAS,** Wisconsin sexual assault programs, other professionals, and supporters have joined together with the Wisconsin Coalition Against Sexual Assault in order to promote the social change necessary to end sexual violence; and
- WHEREAS,** The Women's Community requests public support and assistance as it works toward a society where all people can live in peace, free from violence and exploitation; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim April, 2023 as

SEXUAL ASSAULT AWARENESS MONTH

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



A handwritten signature in black ink that reads "Katie Rosenberg".
Katie Rosenberg
Mayor, City of Wausau
April 1, 2023

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 28, 2023 in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

3/28/2023

Roll Call indicated 11 members present.

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

Presentation: Regional Housing Study (Sam Wessel) - Can be viewed at: <https://www.youtube.com/watch?v=K3nTr7-sTyA>
Sam Wessel, of North Central WI Regional Planning Commission, indicated the housing assessment can also be found online at:
<https://www.ncwrpc.org/ncwrpc2021/documents/2022-Wausau-Metro-Housing-Assessment.pdf> Discussion followed.

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

- 1) Sandra Kelch, 802 August Ave, spoke regarding the Scott Street Fencing Project, acknowledged safety issues, and suggested moving the homeless to a safe zone camping area temporarily.
- 2) Amanda Ladecki, 616 Sumner St, spoke regarding the homeless issues, housing, and application fees,

Consent Agenda

3/28/2023

Motion by Watson, second by Diny to adopt all the items on the Consent Agenda as follows:

Mayor Rosenberg indicated there was a request to remove the minutes from the Consent Agenda.

23-0309 Resolution of the Capital Improvements & Street Maintenance Committee Accepting Easement with MKB Wausau LLC for the replacement of infrastructure at 110 South 17th Avenue.

23-0310 Resolution of the Capital Improvements & Street Maintenance Committee Accepting Easement with 109 S. 17th Avenue LLC and RL 17th, LLC for the installation of sidewalk at 109 South 17th Avenue

23-0311 Resolution of the Capital Improvements & Street Maintenance Committee Accepting Easement with Wisconsin Public Service to bury electrical facilities at 919 South 48th Avenue.

23-0314 Resolution of the Capital Improvements & Street Maintenance Committee Approving State/Municipal Agreement for Business Campus Trail E/W Connector, Innovation Way to 72nd Avenue

23-0315 Resolution of the Capital Improvements & Street Maintenance Committee Approving Application for an Urban Nonpoint Source (UNPS) and Stormwater Management Construction Grant

23-0312 Joint Resolution of the Capital Improvements & Street Maintenance Committee and Plan Commission Accepting dedication of right-of-way for Washington Street from 14th Street to Kickbusch Street

03-1007 Resolution of the Finance Committee Approving the 2023 Community Development Block Grant Program Allocation

92-0623 Resolution of the Finance Committee Authorizing renewal of parking lot lease with Colonial Property 4, LLC (Grant and 3rd Streets).

Yes Votes: 11 No Votes: 0 Result: PASS

23-0301 Amendment

3/28/2023

Motion by Kilian, second by Gisselman to Amend the Minutes of previous Council meeting (3/14/23) to add under item 23-0308: "Kilian stated that now we know where the City of Wausau stands and that he looked forward to positive consistent positions with emissions and emissions challenges in the future."

Yes Votes: 11 No Votes: 0 Result: PASS

23-0301

3/28/2023

Motion by Henke, second by Herbst to approve the minutes of the previous meeting (3/14/23) as amended on Council floor.

Yes Votes: 11 No Votes: 0 Result: PASS

23-0316

3/28/2023

Motion by Rasmussen, second by Watson to adopt the Joint Resolution of the Airport Committee and the Finance Committee Proceeding with City Owned Hangar #3 Door Replacement Project as Sponsor Only Funded Project Administered by Wisconsin Bureau of Aeronautics with 90% of Project Costs to be Reimbursed with Bipartisan Infrastructure Law (BIL) Funding in 2023, Contingent on Assurance from BOA Prior to Bid Advertising that BIL reimbursement will occur: estimated project cost of \$450,000.00.

Yes Votes: 11 No Votes: 0 Result: PASS

23-0313

3/28/2023

Motion by Henke, second by Lukens to adopt the Ordinance of the Capital Improvement & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on south side of Sherman Street between S. 3rd Avenue and S. 4th Avenue.

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

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

21-1109

3/28/2023

Motion by Lukens, second by Rasmussen to adopt the Resolution of the Finance Committee Approving Modification of the 2022 Budget - Transit Fuel System Upgrade.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

3/28/2023

Motion by Watson, second by Herbst to Suspend Rule 6(B) Filing of Resolutions.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0406

3/28/2023

Motion by Watson, second by Lukens to adopt the Resolution of the Finance Committee Approving Memorandum of Understanding between Marathon County, North Central Health Care and Metro Ride for specialized transportation assistance.

Yes Votes: 11 No Votes: 0 Result: PASS

Motion by Diny, second by Herbst to adopt the Resolution of the Common Council Approving First Amendment to Development Agreement between City of Wausau and Wisconsin College Baseball, LLC (Wausau Woodchucks -- Athletic Park Phase IV Renovations).

Attorney Anne Jacobson noted this item is also agendaized for Closed Session should the Council wish to convene for any legal advice, however, she indicated she was comfortable with them acting on the resolution in open session as all information was in the packet.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comments & Suggestions

None

Adjournment**3/28/2023**

Motion by Watson, second by Diny to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:15 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Production Agreement between Marathon County and City of Wausau

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 12-1118

Date Introduced: April 11, 2023

RESOLUTION

WHEREAS, Wausau Area Access Media has an interest in shooting and producing Marathon County board meetings and events; and

WHEREAS, a Production Agreement between the City and Marathon County (“County”) was last entered into on December 21, 2020 and expired December 31, 2022; and

WHEREAS, the City and County wish to enter into a two year Production Agreement at a rate of \$30 per hour; and

WHEREAS, your Finance Committee, at their March 28, 2023 meeting, discussed and recommends entering into a Production Agreement with the County.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the Production Agreement with Marathon County, a copy of which agreement is attached hereto and incorporated herein by reference.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 28, 2023 @ 5:00 pm., Council Chambers

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

Members Excused: Joe Gehin (WWWC)

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Jean Frankel, Randy Fifrick, Mary Goede and Gina Vang

Discussion and possible action on Production Agreement between Marathon County and City of Wausau

Lisa Rasmussen explained this renews an existing agreement between the city and county for Public Access to record and televise County Board meetings.

Motion by Lukens, second by Watson to approve the agreement. 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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: March 15, 2023
Re: Production Agreement Between Marathon County and City of Wausau

Purpose: To obtain your approval of a Production Agreement between Marathon County and the City of Wausau.

Facts: On December 21, 2020, a Production Agreement between the County and City was entered into for the period of January 1, 2021 through December 31, 2022 for the recording of all county board educational and voting meetings and all standing committee meetings.

The City and County would like to renew the Agreement for another two year term.

Recommendation: Approval, as this is a request for reaffirmation of an existing relationship and agreement.

PRODUCTION AGREEMENT BETWEEN MARATHON COUNTY AND CITY OF WAUSAU

This Agreement is dated this ____ day of _____, 2023 and is by and between Marathon County, hereinafter referred to as "COUNTY" and the City of Wausau, hereinafter referred to as "CITY."

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

TERMS

The term of this Production Agreement shall be from January 1, 2023 through December 31, 2024. Either party may terminate the agreement with a five (5) day written notice to the other party.

SCOPE OF WORK

It is the intent of this Agreement that CITY will provide, at minimum, a one camera, one person shoot and recording through digital format of a meeting or event, which includes production work, and broadcast live those meetings or events when a connection is available, notwithstanding technical difficulties which would prevent a live broadcast. Further, the digital recording of the meeting or event shall be posted to an online source for on demand viewing as outlined in the "Access" section below. "Production" includes the setup and take down of equipment, the actual recording of the event, and post recording editing work to produce a finished DVD of the recording. The final production will represent the meeting or event in its entirety.

COST

CITY agrees to provide to the COUNTY the production of all county board educational and voting meetings, and all standing committee meetings at the rate of \$30 per hour. Time will be billed in 15 minute increments and starts when staff arrives, which is usually thirty minutes before the meeting and stops when staff leaves, up to 30 minutes after the meeting. Closed session time is counted as meeting time. For meetings that occur outside of the city limits of the City of Wausau, CITY will bill the COUNTY at the rate of \$30.00 per hour for travel time from City Hall to the meeting or event and the IRS mileage rate as a separate charge. With a minimum one (1) week advance notice, unless otherwise agreed upon by both parties in writing, CITY will produce additional events, beyond the meetings listed above. Time will be invoiced at the end of each calendar quarter with payment due within 30 days of receipt.

CITY requires one week advance notice of any change in meeting dates, unless otherwise agreed upon by both parties in writing.

RECORD

One (1) copy of any recording produced under this Agreement will be delivered to the Marathon County Clerk.

OWNERSHIP

COUNTY shall own DVDs containing recordings and their content but agrees to let CITY sell copies of recorded events in the form of DVDs or electronic files. CITY agrees to sell the DVD copies for a fee that covers only its costs.

ACCESS

All productions will be rebroadcast at a minimum of one (1) time a week until the next meeting of the same type replaces it on the schedule.

Once the production has been produced, it will be available for viewing on demand, on the Marathon County Board YouTube Channel, and the City Video On Demand website, which Wausau Area Access Media manages.

REPRESENTATIVE

City of Wausau: Kristopher Berge
407 Grant Street
Wausau WI 54403

Marathon County: Lance Leonhard
500 Forest Street
Wausau, WI 54403

This covers all the terms of the Agreement and any changes or amendments to the Agreement shall be reduced to writing by both parties and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the date and year first above written.

MARATHON COUNTY

CITY OF WAUSAU

Lance Leonhard, County Administrator

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

Drafted by:
Anne L. Jacobson
City Attorney

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving amendment to the Employee Handbook Section 5.19 – Tuition Reimbursement.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 12-0219

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau’s Employee Handbook is intended to provide City of Wausau employees with convenient access to the operating policies and practices of the City,

WHEREAS, the City of Wausau is dedicated to maintaining up-to-date and accurate policies and procedures,

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to amend language to the Employee Handbook to clarify the City’s policies,

BE IT RESOLVED by the Common Council of the City of Wausau that the Employee Handbook Sections 5.19 Tuition Reimbursement be amended, as specified above and in supporting documents, upon action of this Council.

Approved:

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: February 13, 2023, at 4:45 p.m.

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

MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens

MEMBERS ABSENT:

Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action to Approve Amendment to Section 5.19 of the Employee Handbook..

Henderson said that he is asking to clean up the language in this section of the handbook to define more clearly what is considered satisfactory. Henderson would like to define satisfactory as a course grade of C or higher. Martens asked if this would have any affect on courses that are pass/fail. Henderson said no; a pass would be satisfactory.

Motion by Herbst to approve the amendment to Section 5.19 of the Employee Handbook. Second by Martens. All ayes. Motion passed 5-0.

5.19 – Tuition Reimbursement

Employees whose performance exceeds average ratings may be eligible for partial tuition reimbursement consistent with the Department's procedure and within available resources. When funds are available, Department's may approve up to 50% reimbursement for tuition. Approval must be obtained in advance of enrollment, and tuition reimbursement may occur upon receipt of proof of satisfactory completion of a course previously approved for tuition reimbursement. Satisfactory completion of a course is defined as obtaining at least a "C" in the course. Grades below a "C" will not be considered satisfactory progress. Funds expended for tuition reimbursement are limited to tuition or registration fees and will not include textbooks, supplies, travel or any other school related expense. If a recipient departs City employment within 3 years of receiving tuition reimbursement, the department employee must repay the City for any funds received according to the following schedule:

First 12 months after receiving reimbursement – 100%

Thirteen (13) through twenty-four (24) months after receiving reimbursement – 75%

Twenty-five (25) through thirty-six (36) months after receiving reimbursement – 50%

Failure to make reimbursement arrangements may result in collection action and will result in a negative reference.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving amendment to the Employee Handbook Section 8.08 – General Leaves of Absence

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 12-0219

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau’s Employee Handbook is intended to provide City of Wausau employees with convenient access to the operating policies and practices of the City,

WHEREAS, the City of Wausau is dedicated to maintaining up-to-date and accurate policies and procedures,

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to amend language to the Employee Handbook to clarify the City’s policies,

BE IT RESOLVED by the Common Council of the City of Wausau that the Employee Handbook Sections 8.08 General Leaves of Absence be amended, as specified above and in supporting documents, upon action of this Council.

Approved:

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: March 13, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Amending Employee Handbook Section 8.08 – General Leave of Absence.

Henderson said that this is another clarification to language and said that when an employee asks to take unpaid leave, all other leave should be exhausted, as this is an industry standard. Henderson said that the City is very generous with leave accruals and wanted to make it more clear unpaid leave is only to be considered when all other leave accruals are exhausted.

Gisselman asked if employees need to exhaust sick leave as well in order to take unpaid leave. Henderson said that Wisconsin FMLA allows unpaid leave, however Federal does not. Gisselman asked for further clarification; Henderson said that sick leave can only be used for the parameters outlined in the handbook and would not be used for time off that didn't qualify as such.

McElhaney asked what would happen if an employee exhausted their sick leave and other leaves due to an illness and asked for leave without pay. Henderson said in that situation, an employee would use their sick leave followed by other leave types and could ask for a leave without pay if needed.

Killian noted that the revised language referenced paid leave and asked if that was correct. Henderson said that it should said unpaid leave, and not paid leave and he will fix this.

Motion by Gisselman to approve the amendment to Employee Handbook Section 8.08. Second by Herbst. All ayes. Motion passed 5.0.

8.08 – General Leaves of Absence

An employee may request leave without pay. To request leave without pay, all other forms of paid leave must be exhausted. An employee will not be allowed to take unpaid leave if they have accruals available. The exception is certain forms of state and federal leaves which allow employees to take unpaid leave. Leaves without pay shall not exceed thirty (30) calendar days unless approved by the Human Resources Committee. As a general practice, the City will review and evaluate these requests based on the following criteria:

1. Length of leave requested;
2. Reason for the leave;
3. Recommendation of Department Director;
4. Current workload;
5. Operational needs of the department;
6. Exhaustion of all other applicable and/or available leave;
7. Length of employee's continuous services;
8. Prior disciplinary record;
9. Performance evaluations;
10. Annual patterns of sick leave usage.

In no case shall a leave of absence be granted for the purpose of accepting employment with another employer. During the period of leave of absence, no benefits shall accrue to the employee. Participation in group insurance plans can be maintained during leave of absence provided that the employee pays the full cost. The payment for health benefits need to be made 30 days in advance.

Employees who take leave without pay in excess of 5 days will not accrue vacation, sick leave, or other types of leave during their period of unpaid leave.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving amendment to the Employee Handbook Section 4.01 – Employment Categories

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 12-0219

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau’s Employee Handbook is intended to provide City of Wausau employees with convenient access to the operating policies and practices of the City,

WHEREAS, the City of Wausau is dedicated to maintaining up-to-date and accurate policies and procedures,

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to amend language to the Employee Handbook to clarify the City’s policies,

BE IT RESOLVED by the Common Council of the City of Wausau that the Employee Handbook Sections 4.01 Employment Categories be amended, as specified above and in supporting documents, upon action of this Council.

Approved:

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: March 13, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Amending Employee Handbook Section 4.01 – Employment Categories.

Henderson explained that Seasonal and Temporary employees were listed together in the employee handbook and the technical definitions of them are different. Henderson clarified that seasonal employees typically work six or fewer months in a position that starts and ends at approximately the same time each year, whereas a temporary employee works for fewer than 52 consecutive weeks per year.

Motion by Killian to approve the amendment to Employee Handbook Section 4.01. Second by Gisselman. All ayes. Motion passed 5-0.

Human Resource Committee Packet

February 13, 2023

Agenda Item
Discussion and Possible Action amending the Employee Handbook Section 4.01 – Employment Categories
Background
In the Employee Handbook, under section 4.01-Employment Categories, Seasonal or Temporary Workers are treated as if they are the same. IRS classifies Temporary and Seasonal Workers differently, thus they should be separated as categories.
Fiscal Impact
none
Staff Recommendation
Approve the amendments to the handbook.
Staff contact: James Henderson, 715-261-6634

4.01 – Employment Categories

The City has the following employment categories:

Regular Full-time: A regular full-time employee is an employee who works a regular schedule and is expected to normally work forty or more hours per workweek. Only regular full-time employees receive employment benefits from the City unless specifically identified in the City's policies or as required by law.

Regular Part-time: A regular part-time employee is an employee who works a regular schedule and is expected to normally work more than twenty but less than forty hours per workweek. A regular part-time employee does receive prorated employment benefits from the City unless specifically identified in the City's policies or as required by law.

Part-time: A part-time employee is an employee whose schedule consists of less than twenty hours per week. A part-time employee is not eligible for employment benefits from the City unless specifically identified in the City's policies or as required by law.

Seasonal or Temporary: Employees in the service of the City on a temporary basis for fewer than fifty-two (52) consecutive weeks per year. Such employees are compensated at an hourly rate and are not eligible for employee benefits. Such employees are also not eligible for Wisconsin Retirement benefits nor are contributions made by the City unless the employee exceeds the required hours in a 12 month rolling period which at that time the employee will be eligible for WRS benefits including any contributions required to be made by the City. Hours worked will be reviewed periodically to verify the accuracy of an employee's employment classification. If reclassification is necessary, the employee will be notified.

Seasonal: Employees are considered seasonal if they expected duration of their employment is six months or fewer, and if the job typically starts and ends at approximately the same time each year.

In-Training: In-training employment is designed to provide a means to recruit and develop employees for hard to fill positions. In-training employee(s) are hired without fully possessing all of the minimum qualifications required for the position and are then placed on a program to attain all qualifications criteria. Depending upon the skill level gap, the salary may be pro-rated by the Human Resources Director until position qualifications are met. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The City may separate from service any employee who has not successfully completed any portion of the in-training plan, or subsequent licensure or certification requirements.

Human Resources may designate specific positions or job classifications as in-training. Department Directors, working in conjunction with Human Resources, will determine and document the in-training program, which will include a description and length of the program. The in-training plan must include:

- (1) The title of the job classification of the in-training plan.

- (2) The duties and responsibilities of the class.
- (3) The skills and abilities that must be acquired by the employee while in-training.
- (4) The compensation level for each stage of completion of the various components of the in-training plan.
- (5) Post “in-training time” commitment and payback plan for breach of the time commitment.

The training plan may include any of the following components:

- On the job training;
- Classroom or field instruction;
- Courses conducted by an educational institution, vocational school, or professional training organization; or
- Written, oral and/or practical examination(s).

Unless other staffing methods have been exhausted, positions with primary responsibility for supervision will not be designated as in-training positions.

Contractor: A contractor is retained on a per project basis with a defined scope and agreed upon fees/costs at the project outset. A contractor may perform services on a regular or an irregular schedule. Contractors work to provide a specified product or service for an agreed upon outcome work; the performance of work is not controlled by the City. Contractors do not receive any additional compensation or benefits provided by the City.

Executive employees include Department Directors and the Mayor.

Exempt employees include positions that are administrative, professional or certain computer positions as defined by the FLSA, and as such, are “exempt” from overtime compensation requirements of the Act. Positions that are “exempt” from FLSA will not receive additional compensation for additional hours worked beyond their normal work hours. These employees are accountable for work product and for meeting the objectives of the Department for which they work. Exempt employees are expected to work as many hours as necessary to fulfill their responsibilities and must respond to direction from management to complete specific work assignments by specific deadlines. Exempt employees may be required to work specific hours to provide services as deemed necessary by the Department Director.

- (1) The only exception would be for employees in the position of Police Lieutenant (who are treated consistent with the Police Collective Bargaining Agreement), Fire Battalion Chief and DPW Street Maintenance Supervisor during snow removal months (beginning November 1 and ending April 1).
- (2) Exempt employees may alter their attendance during regular work hours with advance approval from their assigned manager. Such altered attendance will be at the discretion of

the employee's Department Director, and will be granted if the needs of the department allow for such alteration.

Non-exempt employees are all other employees.

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

RESOLUTION OF THE PLAN COMMISSION

Approving Final Plat for the 1st Addition to Royal View Estates.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 16-1207

Date Introduced: April 11, 2023

WHEREAS, on March 21, 2023, the Plan Commission considered a request to approve the final plat for the 1st Addition for Royal View Estates; and

WHEREAS, Title 21 of the Wausau Municipal Code gives the City the ability to review plats in unincorporated areas of Marathon County within three miles of the city; and

WHEREAS, the subdivision will lie outside of the corporate boundaries of the city of Wausau; and

WHEREAS, the lots, as divided, conform to the minimum standards of the zoning code; and

WHEREAS, the subdivision will not have impacts to City infrastructure or facilities; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the 1st addition final plat for Royal View Estates.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, March 21, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Brad Lenz, Andrew Lynch, Tara Alfonso, Brian Stahl, Lesli Iverson, Juan Antonio Casarrubias

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

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

Discussion and possible action on approving the final plat for the 1st Addition to Royal View Final Plat.

Lenz said that the subdivision is located in the Town of Rib Mountain. This lies in the extraterritorial area within three miles of the city. There is not much impact to the city. Staff recommends approval.

Bornemann motioned to approve the final plat for the 1st Addition to Royal View Final Plat. Brueggeman seconded, and this motion carried unanimously 6-0. This item will go to Common Council on April 11, 2023



MEMO

TO: Members of City Plan Commission

FROM: Brad Lenz, City Planner

DATE: March 13, 2023

SUBJECT: Extraterritorial Review of Royal View Estates – Final Plat

Included in the packet is the final plat for a proposed subdivision in the town of Rib Mountain. Plan Commission reviewed and approved the *preliminary* plat in September.

Title 21 of the Wausau Municipal Code gives the City the ability to review subdivisions in unincorporated areas of Marathon County within three miles of the city. The proposed subdivision lies north of South Mountain Road (County Highway N) and west of Bittersweet Road. It is located approximately 2.5 miles from the city limits and on the other side of Rib Mountain.

As noted with the preliminary plat, there are no expected impacts to the city of Wausau in terms of stormwater management, streets, utilities, or other public facilities. The Parks Department advises the Town of Rib Mountain to collect parkland dedication fees from this development to enhance the park system in the area. The Town is also advised to consider requiring a trail easement through this property from the State property to County Rd N. A connection of Rib Mountain State Park to Nine Mile was identified as part of the Rib Mountain State Park Master Plan Update and this development offers an opportunity for a connection to Cty Hwy N. The connection would also be utilized by the residents of the town to access the state park.

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: 23-0108

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</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 March 20, 2023 meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

March 20, 2023 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. Denial Recommendations:

Operator/Bartender: **Abedalrahman Sughayer** - Battery conviction 2013, exempt offense. Cocaine and OWI misdemeanor convictions in 2018 (*Referred back by the Council*); 2) **Katrina Pelletier** – Numerous Felony Drug Convictions since 2017 (*This is the 2nd application, she was denied May 2022, see attached minutes of her appeal*)

2. Class A Beer & Liquor License: Gandaki Mart 1 LLC, is purchasing the business at 802 E Wausau Avenue, currently Fast Fuel Mart. (Gandaki Mart LLC purchased Pine Ridge Mobile last year, so this will be their second location.)

3. Renewal of Class B Beer & Liquor license for Wisconsin College Baseball, LLC d/b/a Wisconsin Woodchucks, Athletic Park, for 6-month license running April 15, 2023 – October 15, 2023.

4. Public Transport Business License – Northwoods Transport, owner Rochelle Schloemer, new business, one vehicle.

5. Class I Special Events: Family Pride Fest 6/03/23; World Culture Day 6/17/23 **Class II** – Ruder Forum 4/17/23; Dining on the Street – Wednesday evenings; Wausau Night Market 6/14, 7/20 & 8/17; Summer & Holiday Ale Trail 6/23/23 and 12/02/23.

***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: March 17, 2023 (715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, March 20, 2023, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Others Present: Tara Alfonso, Ben Bliven, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg

Consider approval or denial of various license applications

Lisa Rasmussen stated there were two denial recommendations, one of which was referred back to committee from the Council meeting for Abedalraham Sughayer to submit evidence of rehabilitation. She indicated he did submit the evidence to the Clerk for the Chief to review.

Abed Sughayer respectfully requested the committee reconsider his denial as he was working hard to be a better person. Chief Bliven commented he was somewhat conflicted because battery is an exempt offense for which we usually wouldn't allow evidence of rehabilitation to come into play; however, there were nine letters of recommendation submitted on Abed's behalf, which was pretty persuasive. He stated the recommendation he made was based on policy with the OWI and cocaine convictions in 2018, but it was up to the committee to decide whether to approve or not.

Mary Goede, Deputy Clerk, stated the current running license year was almost over, so if they were to grant this license he'd have to renew by June 30th and the background would be run again. They could choose not to renew if there were any other charges from now until then. Chief Bliven pointed out the non-renewal process is the same as a revocation process requiring a hearing.

Lou Larson commented he believed in second chances, and that they asked Mr. Sughayer to bring the evidence of rehabilitation and he has done that. Doug Diny indicated some of the letters of recommendation were from stellar people in the community so he would support it as well. Chad Hemke indicated he was impressed Mr. Sughayer has shown up to appeal three times before Committee and Council.

Becky McElhaney questioned if we overturn the recommendation, since battery was an exempt offense, would this set a precedent regarding other exempt offenses that come before the committee. Attorney Tara Alfonso explained there was nothing in the Wisconsin Fair Employment Act that says that for an exempt offense you cannot permit a person to show there is rehabilitation. It may be a precedent, but facts and situations are different, so if you do it once it doesn't mean you have to do it every time.

Rasmussen commented in this situation she found the testimonial and the letter from the employer as compelling and there is a decent amount of documentation and even though the non-renewal/revocations process is lengthy, it is not that we have never done it, so the committee has options.

Motion by Larson, second by Diny to approve the Operator's License for Abed Sughayer. Motion carried 5-0.

Katrina Pelletier was not present to appeal her denial recommendation and will remain in the batch.

Rasmussen stated the Wausau River District has a new evening event called Night Market that is requesting that participants be allowed to carry their beer from the 400 Block through the shopping area, which requires a waiver of the ordinance. She noted the Ale Trail events would also require this waiver of open intoxicants on streets.

Blake Opal-Wahoske explained the Ale Trail events would require people to purchase tickets and be wrist-banded and handed a map of which participating businesses have beer samples. The Wausau Night Market is a replacement for Marketplace Thursdays. Individuals would purchase beer at the market on the 400 Block and be wrist banded. There will be a map scattered on sandwich boards throughout the downtown area indicating where they can and cannot go. He stated they would like to use 3rd Street from Washington Street to Grant Street, as well as 4th Street to 2nd Street on either end. Chief Bliven stated he met with Blake and talked through the issues and since it is similar to other events where they have controlled the event space, they felt comfortable with allowing it.

Motion by Diny, second by Larson to approve or deny the license list as recommended and to approve the waiver on prohibition of open intoxicants on streets for the Summer & Holiday Ale Trails and Wausau Night Markets. Motion carried 5-0.



PHS Date 03/20/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180521	9010 - Bartender/Operator New	PELLETIER, KATRINA	1504 N 8th St. Wausau WI 54403		EAGLE'S CLUB	03/07/2023	06/30/2023	No	No	
179334	9010 - Bartender/Operator New	SUGHAYER, ABEDALRAHMAN	1757 COUNTY RD X KRONENWETTE R WI 54455		DEN MAR TAVERN	01/11/2023	06/30/2023	No	Yes	
180596	9013 - Bartender/Operator Temporary	KURTZWEIL, JODI	150150 OWL LN WAUSAU WI 54401		HOLY NAME OF JESUS PARISH			Yes	Yes	
135157	9020 - Public Transport Driver Renewal	LAUFENBERG, KEVIN	2101 NEHRING ST WAUSAU WI 54401		NORTHWOODS CAB	03/09/2023	06/30/2023	Yes	Yes	
180961	9022 - Public Transport Business	SCHLOEMER, ROCHELLE	5207 SCOTT ST SCHOFIELD WI 54476		NORTHWOODS TRANSPORT	03/17/2023	06/30/2023	Yes	Yes	
180045	9026 - Class I	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	FAMILY PRIDE FEST on SATURDAY, JUNE 3, 2023 Organized by WAUSAU RIVER DISTRICT					Yes	
180614	9026 - Class I	XIONG, YEE LENG	1109 N 6TH ST WAUSAU WI 54401	WORLD CULTURE DAY on SATURDAY, JUNE 17, 2023 Organized by HMONG AMERICAN CENTER INC					Yes	
179990	9027 - Class II	DELOYE, MAGGIE	500 1ST ST, STE 2600 WAUSAU WI 54403	RUDER FORUM on MONDAY, APRIL 17, 2023 Organized by COMMUNITY FOUNDATION OF NORTH CENTRAL WISCONSIN					Yes	



PHS Date 03/20/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180047	9027 - Class II	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	DINING ON THE STREET on WEDNESDAYS Organized by WAUSAU RIVER DISTRICT					Yes	
180602	9027 - Class II	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	SUMMER & HOLIDAY ALE TRAIL on FRIDAY, 6/23/23 & SATURDAY, 12/02/23 Organized by WAUSAU RIVER DISTRICT					Yes	
180598	9027 - Class II	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	WAUSAU NIGHT MARKET on THURSDAYS, 6/14, 7/20 & 8/17 Organized by WAUSAU RIVER DISTRICT					Yes	
180524	9061 - Class A Beer & Liquor	SUBEDI, SURESH	1901 N 10TH AVE, APT 6 WAUSAU WI 54401		GANDAKI MART 1					
181057	9069 - Temporary Class B Retailer (Picnic)	BEDENHEIMER, ROSS	6611 FEITH AVE WESTON WI 54476		NEWMAN CATHOLIC BOOSTER CLUB				Yes	
180599	9069 - Temporary Class B Retailer (Picnic)	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT				Yes	
180600	9069 - Temporary Class B Retailer (Picnic)	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT				Yes	



PHS Date 03/20/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180601	9069 - Temporary Class B Retailer (Picnic)	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT				Yes	
180603	9069 - Temporary Class B Retailer (Picnic)	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT				Yes	
180604	9069 - Temporary Class B Retailer (Picnic)	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT				Yes	
180525	9075 - Cigarette	,	802 E WAUSAU AVE WAUSAU WI 54403		GANDAKI MART 1	03/30/2023	06/30/2023		Yes	
180406	9079 - Class B Beer & Liquor (1/2 Year)	,	2401 N 3RD ST WAUSAU WI 54403		WISCONSIN WOODCHUCKS			Yes	Yes	
180543	9080 - Public Transport Driver New	ALSTEEN, MOLLY	209732 COUNTY RD Y HATLEY WI 54440		NORTHWOODS CAB	03/08/2023	06/30/2023	Yes	Yes	

Total Licenses

10

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract for professional cleaning services with Hands-on Cleaning, LLC and related budget modification

Committee Action: Approved 5-0

Fiscal Impact: \$220,660

File Number: 22-1109

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City most recently had been operating under a contract with K-tech Kleening Systems, n/k/a Accent Services, Inc. (ASI), to provide the necessary personnel, supplies and equipment to perform cleaning services of city-owned facilities, since at least March 4, 2004, at a monthly rate of \$7,370.00 for a one year term; and

WHEREAS, Wausau Cleaning Services had been used for cleaning the McClellan Skywalk only, and Kustom Kleaning had been used to clean the parking ramps, and following the implementation of various cleaning protocols during the pandemic and an internal review of service satisfaction and the number of contracts that were being used and had expired, the City was desirous of requesting proposals from qualified vendors to update and review the services being provided; and

WHEREAS, a Request for Proposals (“RFP”) was published in the fall of 2022 and in late 2022, two responses were received from ASI and Hands-on Cleaning, LLC; after reviewing the responses and associated costs, it was determined to award one contract to Hands-On Cleaning, LLC, as the low bidder, to provide cleaning services for the City, on the terms and conditions provided in the attached Response; and

WHEREAS, on March 14, 2023, your Finance Committee reviewed the two proposals received and comparative costs for cleaning the locations identified in the RFP and recommended approving the budget modification.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council approves the award of one cleaning services contract for the City to Hands-On Cleaning, LLC, on the terms and conditions provided in their attached response, and authorizes the appropriate staff to execute a conforming contract, for a period of three (3) years, with an opportunity to renew for an additional three-year term, at an initial annual cost of \$220,660.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 14, 2023 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny (*arrived late*)

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Jeremy Kopp, Solomon King, Megan Newman, Tammy Stratz, Mary Goede

Discussion an possible action regarding budget modification for city wide Janitorial Services

Eric Lindman explained the janitorial services that the city has been using through a contract from 2004 or 2006 with K-Tec which is now Accent Service, Inc. (ASI). It has been continued on a month-to-month basis, but they approached us last year indicating they needed a new contract due to services declining because costs have increased but the prices haven't. He stated they prepared an RFP and requested bids on a scope of services for all the facilities within the city. He noted we are currently using three different janitorial services, and this would put us into just one for all of our city-owned facilities. Hands On Cleaning (HOC) services was the low bid. He met with them, and their references were good, they were very responsive, and they have the staff to support the city.

Motion by Diny, second by Martens to approve the budget modification for HOC for Janitorial Services. Motion carried 5-0.

Dept. of Public Works & Utilities



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

TO: Finance Committee

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

DATE: March 14, 2023

SUBJECT: City Wide Janitorial Services – Budget Modification

The City currently uses Accent Services, Inc (ASI), Custom Cleaners, and Wausau Cleaning to perform janitorial services for all of the City's facilities that are not cleaned in-house. The contracts with these companies are long past due and have been on a month-to-month basis for several years. Pricing for these services is based on old unit costs. ASI reached out to the city last fall to discuss entering another long-term contract. Due to the cost of services and the city is required to bid this work out in accordance with the procurement policy.

A bid was prepared to advertise for janitorial services in the fall of 2022. Bids were received in late 2022. Two bids were received:

1. Accent Services, Inc.
2. Hands on Cleaning (HOC)

Bids were reviewed and HOC was low bidder. Due to the nature and complexity of the scope of services and the many different facilities a meeting was held with HOC to go over the proposed work for each of the facilities. There were some changes to the frequency of cleaning at some of the facilities and the days for cleaning was discussed and determined. After some minor revisions to the work HOC remained low bidder. Attached are the proposals received from the two bidders. The ASI bid was adjusted to match the frequency of annual cleaning services before comparing prices.

A cost comparison of what we are currently paying, and the two bids is attached. One alternative considered was hiring part time city staff to perform these services as is shown on the comparison chart. After discussions with the HR Director, it was determined this was not a good option as there would be a high potential for needing to pay for benefits which would increase costs dramatically.

It is proposed and recommended by staff the city enter a 3-year contract for cleaning services with the option to renew for an additional 3-years if the city chooses to do so. Staff recommends entering a contract with HOC, the low bidder.

If approved, a contract will be prepared with assistance from the city attorney.

Hands on Cleaning Services

Cost Proposal Form for Janitorial Services

Schedule A - Regular Weekly Cleaning/Services

	Building	Location	Unit	Unit Cost	Annual Cost
1	City Hall*1st Floor 5 days wk, 2nd & 3rd Mon, Wed & Fri, Basement Tues&Fri *All bathrooms daily	407 Grant St	Month	3,900.00	46,800.00
2	Public Safety *Mon,Wed & Fri	515 Grand Ave	Month	1,820	21,840.00
3	Public Works *Tues & Fri	400 Myron St	Month	1,650	19,800.00
4	Airport*Tues & Friday	725 Woods Place	Month	1,100	13,200.00
5	Drinking Water Facility* Tues and Or Fri, Sat, Or Sunday	1801 Burek Ave	Month	1,760	21,120.00
6	Wastewater Facility* Tues & Friday	430 Adrian St	Month	1,300	15,600.00
7	East Ramp (Sear's)*During the day Wed & Fri	400 Forest St	Month	1,200	14,400.00
8	West Ramp (Penny's)*During the day Wed & Fri	101 Washington St	Month	1,200	14,400.00
9	Jefferson Ramp*During the day Wed & Fri	425 N 1st St	Month	1,350	16,200.00
10	McClellan Ramp*During the day Wed & Fri	530 N 2nd St	Month	1,350	16,200.00
Total Cost Schedule A =				\$16,630.00	\$199,560.00

Hands on Cleaning Services

Schedule B - Annual or Bi-Annual Services

	Building** All Floors Once a Year in Spring or as needed *Windows Twice a year	Location	Unit	Unit Cost	Annual Cost
1	City Hall - Clean/Buff Floors	407 Grant St	Each	1,800.00	1,800.00
2	City Hall - Shampoo Carpets	407 Grant St	Each	3,100	3,100
3	City Hall - Wash interior windows/glass doors	407 Grant St	Each	800	1,600
4	Public Safety - Clean/Buff Floors	515 Grand Ave	Each	750	750
5	Public Safety - Shampoo Carpets	515 Grand Ave	Each	1,000	1,000
6	Public Safety - Wash interior windows/glass doors	515 Grand Ave	Each	400	800
7	Public Works - Clean/Buff Floors	400 Myron St	Each	1000	1,000
8	Public Works - Shampoo Carpets	400 Myron St	Each	300	300
9	Public Works - Wash interior windows/glass doors	400 Myron St	Each	300	600
10	Airport - Clean/Buff Floors	725 Woods Place	Each	1000	1,000
11	Airport - Shampoo Carpets	725 Woods Place	Each	500	500
12	Airport - Wash interior windows/glass doors	725 Woods Place	Each	400	800
13	Drinking Water Facility - Clean/Buff Floors	1801 Burek Ave	Each	1100	1,100
14	Drinking Water Facility - Shampoo Carpets	1801 Burek Ave	Each	350	350
15	Drinking Water Facility - Wash interior windows/glass doors	1801 Burek Ave	Each	300	600
16	Wastewater Facility - Clean/Buff Floors	430 Adrian St	Each	800	800
17	Wastewater Facility - Shampoo Carpets	430 Adrian St	Each	400	400
18	Wastewater Facility - Wash interior windows/glass doors	430 Adrian St	Each	300	600
19	East Ramp (Sear's) - Wash interior windows/glass doors	400 Forest St	Each	300	600
20	West Ramp (Penny's) - Wash interior windows/glass doors	101 Washington St	Each	300	600
21	Jefferson Ramp - Wash interior windows/glass doors	425 N 1st St	Each	300	600
22	Jefferson Ramp Skywalk - Wash interior windows/glass doors	425 N 1st St	Each	300	600
23	McClellan Ramp - Wash interior windows/glass doors	530 N 2nd St	Each	300	600
24	McClellan Ramp Skywalk - Shampoo Carpets	530 N 2nd St	Each	400	400
25	McClellan Ramp Skywalk - Wash interior windows/glass doors	530 N 2nd St	Each	300	600
All Ramps/Stairs Done Wed & Friday During the day					
Total Cost Schedule A =				16,800	21,100

Accent Services Inc. (ASI)

Per hour bill rate (including equipment/excluding supplies):

\$28.00 per hour

Cost Proposal Form for Janitorial Services

Schedule A - Regular Weekly Cleaning/Services

	Building	Location	Unit	Unit Cost	Annual Cost
1	City Hall	407 Grant St	Month	\$4,450.00	\$53,400.00
2	Public Safety	515 Grand Ave	Month	\$2,000.00	\$24,000.00
3	Public Works	400 Myron St	Month	\$2,450.00	\$29,400.00
4	Airport	725 Woods Place	Month	\$1,300.00	\$15,600.00
5	Drinking Water Facility	1801 Burek Ave	Month	\$2,200.00	\$26,400.00
6	Wastewater Facility	430 Adrian St	Month	\$1,750.00	\$21,000.00
7	East Ramp (Sear's)	400 Forest St	Month	\$1,500.00	\$18,000.00
8	West Ramp (Penny's)	101 Washington St	Month	\$1,650.00	\$19,800.00
9	Jefferson Ramp	425 N 1st St	Month	\$2,050.00	\$24,600.00
10	McClellan Ramp	530 N 2nd St	Month	\$1,800.00	\$21,600.00
Total Cost Schedule A =				\$21,150.00	\$253,800.00

Schedule B - Annual or Bi-Annual Services

	Building	Location	Unit	Unit Cost	Annual Cost
1	City Hall - Clean/Buf Floors	407 Grant St	Each	\$1,800.00	\$3,600.00
2	City Hall - Shampoo Carpets	407 Grant St	Each	\$1,500.00	\$3,000.00
3	City Hall - Wash interior windows/glass doors	407 Grant St	Each	\$800.00	\$1,600.00
4	Public Safety - Clean/Buf Floors	515 Grand Ave	Each	\$750.00	\$1,500.00
5	Public Safety - Shampoo Carpets	515 Grand Ave	Each	\$1,100.00	\$2,200.00
6	Public Safety - Wash interior windows/glass doors	515 Grand Ave	Each	\$420.00	\$840.00
7	Public Works - Clean/Buf Floors	400 Myron St	Each	\$1,200.00	\$2,400.00
8	Public Works - Shampoo Carpets	400 Myron St	Each	\$400.00	\$800.00
9	Public Works - Wash interior windows/glass doors	400 Myron St	Each	\$350.00	\$750.00
10	Airport - Clean/Buf Floors	725 Woods Place	Each	\$1,100.00	\$2,200.00
11	Airport - Shampoo Carpets	725 Woods Place	Each	\$500.00	\$1,000.00
12	Airport - Wash interior windows/glass doors	725 Woods Place	Each	\$450.00	\$900.00
13	Drinking Water Facility - Clean/Buf Floors	1801 Burek Ave	Each	\$1,200.00	\$2,400.00
14	Drinking Water Facility - Shampoo Carpets	1801 Burek Ave	Each	\$200.00	\$400.00
15	Drinking Water Facility - Wash interior windows/glass doors	1801 Burek Ave	Each	\$300.00	\$600.00
16	Wastewater Facility - Clean/Buf Floors	430 Adrian St	Each	\$850.00	\$1,700.00
17	Wastewater Facility - Shampoo Carpets	430 Adrian St	Each	\$300.00	\$600.00
18	Wastewater Facility - Wash interior windows/glass doors	430 Adrian St	Each	\$200.00	\$400.00
19	East Ramp (Sear's) - Wash interior windows/glass doors	400 Forest St	Each	\$300.00	\$600.00
20	West Ramp (Penny's) - Wash interior windows/glass doors	101 Washington St	Each	\$300.00	\$600.00
21	Jefferson Ramp - Wash interior windows/glass doors	425 N 1st St	Each	\$300.00	\$600.00
22	Jefferson Ramp Skywalk - Wash interior windows/glass doors	425 N 1st St	Each	\$400.00	\$800.00
23	McClellan Ramp - Wash interior windows/glass doors	530 N 2nd St	Each	\$300.00	\$600.00
24	McClellan Ramp Skywalk - Shampoo Carpets	530 N 2nd St	Each	\$400.00	\$800.00
25	McClellan Ramp Skywalk - Wash interior windows/glass doors	530 N 2nd St	Each	\$400.00	\$800.00
Total Cost Schedule B =				\$15,820.00	\$31,640.00 \$19,120.00

Janitorial Services - Cost Comparisons March 6, 2023

Existing Janitorial Services		
Service Provider	Monthly Costs	Annual Costs
Custom Cleaners	\$2,885.00	\$34,620.00
Wausau Cleaning	\$230.00	\$2,760.00
Accent Services Inc.	\$8,079.04	\$96,948.48
¹ Total Current Costs =	\$11,194.04	\$134,328.48
² Based on actual 2022 expenditures		

Janitorial Service Proposals Received - Dec 2022				
Service Provider	Monthly Service Fees	Annual/Bi-Annual Services	Annual Costs	Monthly Costs
Accent Services Inc.	\$21,150.00	\$19,120.00	\$272,920.00	\$22,743.33
Hands On Cleaning	\$16,630.00	\$21,100.00	\$220,660.00	\$18,388.33

Estimate for Hiring City Personnel			
	# Employees	# weekly hours each	Cost per hour
Monthly Cleaning	6	24	\$18.00
Equipment Costs	\$15,000.00		
		Annual Costs	\$134,784.00
		One-Time Capital Costs	\$15,000.00
		Total Costs	\$149,784.00

Annual Comparison of Costs (Current vs. Proposed)		
	Annual Costs	Cost difference from current
Current/Existing Costs	\$134,328.48	
Hands On Cleaning Proposal	\$220,660.00	(\$86,331.52)
Accent Services Proposal	\$272,920.00	(\$138,591.52)
Hiring City Employees	\$149,784.00	(\$15,455.52)



715-573-6357 - Pamela Ciszewski
8300 International Drive
Wausau, WI 54401

12/16/2022

CITY OF WAUSAU

REQUEST FOR PROFESSIONAL JANITORIAL SERVICES

UNDERSTANDING OF REQUESTED SERVICE

Request of services are outlined in the proposal that was provided by the city. Each location will have the same or similar list on the cleaning carts to ensure adequate scope of the work is being completed, also to be used as a check off list for our employees. I have also included in the packet a list of our guideline we use for employees at Hands-On Cleaning. This list is handed to each employee in their handbooks when they start employment. It's used as training purpose when we hold monthly employee meetings to discuss what or how we can do our job better as a company.

COMPANY'S STAFFING & CAPABILITY OF MAINTAINING LEVEL OF WORK

We take pride in working next to or with our employee's. We at Hands-On Cleaning run in groups. Each group includes either myself, and or a supervisor. Working in groups ensures the scope of the work is being completed in a timely manner and the quality of work is being done to the best of our ability each and every time. We are able to clean many locations each night with having several people working. At Hands-On Cleaning we believe in a second chance. We try to give our employees guidance and opportunity with employment to make a difference in their community in doing better, being better! We take pride in having the line of communication open day or night. Let it be an email or phone call, we will make necessary adjustments to correct issues if required, or be able to provide services if an unforeseen situation should occur (water damage, smoke, mold).

Our equipment is Hepa approved. The vacuums we use have two filters, to help minimize releasing particles back into the air. With these vacuums, we have the ability to clean carpets along with hard flooring. We have two hot water extraction vans. We are able to use both vans when doing flooring, and have six employees working at the same time to complete the task at hand. With being IICRC certified, we have the capability and equipment to provide services as requested, from Janitorial to special needed projects.

REFERENCES

I know only two were required, but I have provided you with several different companies. They range from factories to dentist office. Most if not all, we have been providing services since 2008.

Midstate Truck Service: Tom Vandehey-715-301-9241 tomv@midstatetruck.com

Schuette Inc.: Marnie Bredlau-Human Resource Director 715-355-4500 ext.308
(Office) 414-688-0623 (cell) MBredlau@schuette metals.com

Eastbay DC, Corp & Oshkosh: Rich Shernell-Reginal Facilities Manager
414-357-4001 (office) 414-559-3668 (cell) rshernell@footlocker.com

Mosinee Family Dental: Leah Bouton 715-693-4530 (office)
715-432-6794 lbouton@mosineefamilydental.com

Piper Products Inc : Roger July *Supervisor, Warehouse* 300 S 84th Ave, Wausau, WI
Desk +1 (715) 804-8714 Office +1 (715) 804-8714 rogerjuly@piperproducts.com

ABILITY TO PERFORM ADDITIONAL SERVICES

We are **IICRC certified**, I've included a copy of our certificates of services we're trained and certified in. We currently have two hot water extraction vans. With these vans we have the capability to clean carpets, ceramic tile, and rubber flooring. We have all the required equipment to strip and wax tile flooring including: floor scrubbing machines, wet vac's, floor polishers, air movers, air scrubbers, commercial dehumidifiers, and commercial driers. Everything we're certified in; we carry the necessary equipment to provide the service requested. Our circle is big and we have the ability to help obtain service to get a task completed if it should require a service that we are unable to provide.

Carpet Cleaning=.28 to .30 cents a sqft

Ceramic Tile Cleaning=.40 cents a sqft

Rubber Flooring Cleaning=.40 cents a sqft

VCT=.75 cents a sqft (strip, polish, wax)

Janitorial Cleaning=\$30 per hour

Window Cleaning=\$25.00 per hour

HANDS-ON CLEANING

Contractors Summary

We have been in business for 17 years. I have over 30 years experience in providing janitorial services. With my employees we provide a life time of experience. Our belief is not only should your workplace look clean, it should also smell and feel clean. It's our job as a janitorial service to provide you with a clean work environment. Hands-On Cleaning's motto is to go "Above and Beyond" what is required of us. Working as a team and with proper training we can deliver quality service each and every time.

For seventeen years we have provided janitorial services with little to no incidents, have completed the work in a timely manner, and without any recorded injuries or non-completion of requested duties.

We provide services to numerous businesses throughout Marathon County (Weston, Schofield, Rothschild, Marathon and Mosinee). These businesses consist of factories, dentist offices, call centers, trucking companies, and much more. Most of which we have been providing services for many years. Some of the companies we clean are similar in duties of what is being requesting. We run in groups of 2 to 4 people which allows us the ability to be in and out of buildings faster, and helps with the safety of our people with more than one person in the building.

The following people are authorized to sign contracts for Hands-On Cleaning: Pamela Ciszewski or Tim Ciszewski.

Capabilities

Hands-On Cleaning is a full-service cleaning company, we are certified with IICRC in doing numerous services that are being requested. Our certificates from IICRC are as follows: Carpet Cleaning Technician, Stone, Masonry & Ceramic Tile Cleaning, Strip/Wax, Carpet Repair, Air Duct, Fire and Smoke Restoration, Water Restoration, and Mold.

We take pride in having the tools, equipment, and ability to provide all or any request that is asked of us. Hands-On Cleaning will not sub contract any work to perform these tasks, all services that are required as a janitorial service is provided solely by us.

Expecting Results

Janitorial Cleaning: We provide our employees with training that allows them to perform the duties requested. In this training, we show them how to dust, wipe down offices, vacuum, sweep, mop and proper disposal of garbage and recycling. We provide our employees with guide lines on how to clean common areas within a company (bathrooms, offices, breakrooms). I have provided a copy of "How we do things at Hands-On Cleaning".

Carpet cleaning: We have a full-service van. Our vans are a hot water extraction or steam cleaning. We have the capability to run 2 vans, with each running a wand at the same time. The temperate of the water is run between 240 to 280 degrees. We put a pre-spray that allows the dirt particles to loosen, then we use an encapsulation machine. This machine has three heads that turn 360 degrees at the same time, this allows the dirt to lift to the top and helps restore the carpet fibers or to stand up so to speak. We then use a carpet wand to apply a rinse. With this rinse, we neutralize the PH levels allowing us to lift the dirt from the carpet.

Stone, Masonry & Ceramic Tile Cleaning: Again, with the vans we are able to pre-spray the tile with a specific cleaner for each task. We then use a rotor that has brushes, and work into the tile and grout. This allows the dirt to loosen and lift from the grout. We then pressure wash with a tool that allows us to apply water with force. Once dry, we reseal the grout. Resealing the grout helps with future build up in the grout lines.

Strip and Waxing: We apply stripper and use a buffing machine to get the old wax off. Once liquefied, we use a machine that lifts stripper and wax off the floor and rinse with a small zamboni using water. Once dry, we can start the coats of wax. Each coat of wax takes 45 minutes or longer to dry. Hands-On Cleaning applies one coat of sealer and 4 coats of wax.

Carpet Repair and spot removal: We are certified in treating stubborn spots. With our spot removal kit, we are able to remove or lighten stubborn spots such as coffee, gum, and red liquids to name a few. We also are trained in minor carpet repair.

Window Cleaning: We use an environmentally safe solution when cleaning windows. With this we saturate the window with a mixture using a soft wool applicator pad. We then use a squeegee to remove the mixture with a streak free finish. Using a drying towel to wipe up the excess that is left behind. With this procedure we are happy to provide you with a clean streak free window.

Communication

Hands-On Cleaning provides many ways of communication. We provide at each location a communication book that allows issues or concerns to be addressed. With this book individuals are able to write what special task they may need done or if we missed or forgot something.

With our phones we are able to text, receive emails and or call. If immediate task or delay needs to be addressed the following people can be contacted 24/7.

Pamela Ciszewski (Owner/Manager) 715-573-6357 or handsoncleaning4@gmail.com.

Tim Ciszewski (Manager) 715-581-3385 or timncheese@gmail.com

Mary Laska (Supervisor) 715-581-5257 or laskamary57@gmail.com

Equipment

Janitorial Cleaning following equipment is used

Janitorial cart-Broom-Dust mop-Dust pan-Hepa Vacuum-Toilet Brush-Mop Handle/Mop Head-Wringer Mop Bucket-Glass Cleaning Towels-Wiping Towels-Water Bucket Swiffer Dusters

Carpet Cleaning and Ceramic Tile Cleaning following equipment is used

Carpet Van or Hot Extraction (Steam Clean)-Wand-Pressure Washer made for Tile and grout cleaning-rotor with brushes-Encapsulation Machine

Strip/Wax of Floors following equipment is used

Buffing Machine-Stripper Pads-Small Zamboni-Floor Scrubbing Machine-Mop Buckets-Mop Handles/Mop Heads-Fans-Wax Applicator-Applicator finishing pads

Window Cleaning

Bucket-Ladder-Extension Pole-Wool Applicator Head-Squeegee Handle-Drying Towels

Cleaning Products

Pumice stones, Windex, Dawn Dish Soap, Bar Keepers Scoring Powder, Cinch Liquid Cleanser, Maxima Disinfect Cleaner, Murphy Oil Soap, Stainless Steel Magic, Mr. Clean Antibacterial, Soft Scrub with bleach, Comet, Odor Ban, Pledge, Natural Floor Cleaner and White Ocean Toilet & Tub Cleaner

Expense Break Down

See sheets provided. Each location is listed with specialty projects. Breakdown of Janitorial Services by the day, week, month and year and also by number of times a week.

Scheduling by Location

Quote includes, once a week, twice a week and three times a week. The more we are able to come in and clean the easier it is to keep on the task in providing a Cleaner, Healthier, and More Presentable Workplace!!!

Insurance

Proof of Commercial General Liability Insurance, Automobile Liability Insurance, Workers Compensation and Employers' Liability will be available as request.

HANDS-ON CLEANING LLC Cleaning of Office's
List for training of new and old employee's

Entry doors*daily

1. Windex all windows/ and side lights
2. Wipe down doors wood/steel or glass
3. Wipe down door handle
4. Wipe down kick plate

Window/Blinds*daily

1. Windex window or spot check smudges
2. Dust/Wipe all blinds

Desk*daily

1. Wipe down, tops, sides
2. Underneath*bi-weekly
3. Wipe under keyboards, staplers, tape dispensers, standing file shelves, computer speakers, other than personal papers we should be picking up almost everything
4. Front/Top & Sides of all file cabinets connected to the desk

Cubical

1. Wipe tops of cubical once a week unless otherwise indicated

Garbage/Recycle

1. Empty garbage/recycle bins
2. Wipe down garbage/recycle cans as needed

Chairs (weekly)

1. Wipe down the office chairs, getting the tops/sides/bottom using a damp cloth on the material to remove any dust build up/ some cases may only require a dry towel
2. Wiping down the legs of the guest chairs front and back

Computer Screens/keyboards/speakers (weekly)

1. With a dry micro fiber cloth to remove the dust
2. Wipe speakers and keyboards
3. Tops of Modems/towers

File Cabinets on desk and separate from desk

1. Wipe down the face/ sides and tops *making sure there are no streaks

Printer/Copy Machines

1. Wiping the tops and sides*daily
2. Bi-weekly getting underneath the ones we can

Floors*daily

1. Vacuum the carpets/throw rugs daily*making sure we pick up garbage cans weekly to vacuum under
2. Sweep and then mop all hard floors picking up items to get underneath them

Registers/ Heating Ducts*weekly

1. Wiping down the tops
2. Vacuuming the ceiling ones *as needed

Light switches/Electrical Sockets

1. Wiping down the lights *daily
2. Tops of the plug ins using a damp towel*as needed (bi-weekly)

Hanging Pictures/Frames/Awards

1. Wiping tops with a damp towel
2. Using windex to remove smudges or smears from the glass

Base boards*bi-weekly

1. Wiping down with damp cloth

How HANDS-ON CLEANING LLC Cleans Restrooms

Toilets

1. Squirt Comet or Toilet bowl cleaner under the rim of the toilet

Using the scrub brush making sure are getting under the rim and scrubbing all the way around

2. Spraying with Bleach spray the tank getting the top, sides, front & handles also spraying the lid, seat, full base of toilet to where it's bolted on the floor
3. Make sure when wiping we are getting the inside and out of the lid and seat
4. Once a week getting behind the toilets and catching the water supply or shut off valve

Urinals

1. Squirt Comet, or toilet bowl cleaner getting under the rim on top and bottom of the Urinals

Using the scrub brush making sure are getting under the rim and scrubbing all the way around, sides and bottom

2. Spraying with Disinfect Cleaner the base getting the top, sides, front & handles also spraying all the way to the floor also getting between the tank and the seat *wipe dry
3. Hanging Urinals we need to make sure we are getting underneath where urine seems to build up
4. after full cleaned spray Bleach Cleaner in Urinals to help with smell and keeping clean

Sinks

1. Use Soft Scrub with Bleach (little goes a long way) get towel little wet wipe dry getting the faucet handles and spout. Picking up soap dispensers and any other items to wipe under them no need to rinse out
2. Use a Magic Eraser to remove stubborn spots/Pumie Stone
3. Making sure once a week we wiping down the plumbing for dust build up
4. Spray and Wipe down all counter tops
5. Weekly wipe down all Cabinets
6. Daily Refill Soap Dispenser when or if required
7. Weekly Wiping the walls of stains using Magic Eraser for stubborn stains

Mirrors & Over Head Lights

1. Spray Windex on Mirrors wipe dry getting the top ledge of mirrors
2. Dusting the tops of the lights

Light Switches& Registers

1. Wiping Clean the Light Switches
2. Wiping down the tops of Heat Registers

Toilet and Towel Dispensers

1. Wipe down tops of Toilet Dispensers tops, or and holders removing the dust, dirt build up, change the roll when or if required to do so
3. Towel Dispensers wiping the tops and changing the roll when or if required doing so

Stalls

1. Weekly Wiping down the full stall, getting the doors, both sides, the tops, the dividers and hinges for the door and where it's hooked to the wall

Floors

1. Sweep getting around back of toilets, under cabinets and picking up the garbage cans to get underneath them.
2. Mopping the floors making sure weekly we are getting the tops of the tile or ledge

Garbage's

1. Empty and replace all garbage's & wiping down Garbage containers as needed

Doors

1. Daily wiping down the doors front and back
2. Daily if stainless steel plate to push on, making sure we using Glass Cleaner to remove finger prints
3. Use a Magic Eraser for stubborn marks

Showers

1. Once a week spray down with Bleach, using Magic Eraser to remove stubborn spots
Leaving it sit for a while, and rinse clean

Misc. Items or Area's

Bubblers

1. Spray daily with Disinfect Spray getting the base, and spout
2. Wipe down the sides and handle
3. Once a week using Stainless Steel Cleaner clean to restore the shine

Lockers

1. Weekly wiping down the front of lockers and tops
- 2.. Use a Magic Eraser for stubborn marks

Hand Cleaning Stations

1. Squirt Comet, or Bathroom Cleaner wipe dry getting the faucet handles and spout. Picking up soap dispensers and any other items to wipe under them
2. Use a Magic Eraser to remove stubborn spots
3. Making sure once a week we wiping down the plumbing for dust build up
4. Weekly wipe down all Cabinets
5. Daily Refill Soap Dispenser when or if required
6. Weekly Wiping the walls of stains using Magic Eraser for stubborn stains back splash of station
7. Weekly Wiping the walls of stains using Magic Eraser for stubborn stains where the towel dispensers are located

How HANDS-ON CLEANING LLC Cleans Break Room & Conference Room

Training for old and new employee's

Starting with the door and working left to right

Entry doors*daily

1. Windex all windows/ and side lights
2. Wipe down doors wood/steel or glass
3. Wipe down door handle
4. Wipe down kick plate

Window/Blinds*weekly

- 1.Windex window or spot check smudges
2. Dust/Wipe all blinds *if bad use back pack vacuum first before wiping

Garbage/Recycle*daily

- 1.Empty garbage/recycle bins*where required
- 2.Wipe down garbage/recycle cans as needed

Chairs (bi-weekly) & Table tops

- 1.Wipe down the office chairs, getting the tops/sides/bottom using a damp cloth on the materiel to remove any dust build up/ some cases may only require a dry towel
- 2.Wiping down the legs of the guest chairs front and back
- 3.Stack or place on tops of table to get under for sweeping and mopping better*weekly
- 4.Wipe tops of tables down*Daily

Microwaves

- 1.Cleaning the insides removing as much as the mess on the inside as possible
- 2.Wiping the top/side and door
- 3.Wiping underneath

Vending Machines

- 1.Wiping the face and sides as needed

Sinks/Counter tops/Cabinet doors and drawers

- 1.Wipe out the sink with a damp towel removing all food particles
- 2.Stainless steel cleaner as needed
- 3.Wipe down tops of cabinets/counter tops Picking up items to get underneath like coffee pots
- 4.Wipe down face and drawers of cabinets as needed

Coffee Stations

- 1.Wipe down the face of the coffee pot machine
- 2.Making sure the tops and sides are clean
- 3.Getting underneath the coffee pot weekly to wipe clean

Refrigerators/Stoves

- 1.Wiping down the face/sides/handles and tops as needed

Bubblers/Water supply station

- 1.Wiping tops/sides/face/ and handles as needed
- 2.Stainless steel where required

Floors

- 1.Vacuum the carpets/throw rugs*daily*making sure we pick up garbage cans weekly to vacuum under
- 2.Sweep and Mop all hard floors picking up items to get underneath them

Registers/ Heating Ducts

- 1.Wiping down the tops as needed*weekly
- 2.Vacuum or sweep wit broom the ceiling ones as needed*bi-weekly

Light switches/Electrical Sockets*daily

- 1.Wiping down the lights and tops of the plug ins using a damp towel

Tops of Pictures or Framing*daily

- 1.Wiping tops off with a damp towel



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

PAMELA D CISZEWSKI

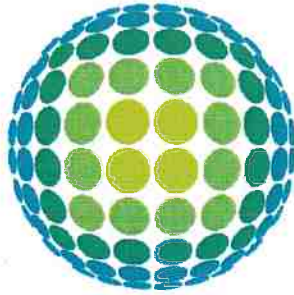
is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**CARPET REPAIR & REINSTALLATION
FIRE & SMOKE DAMAGE RESTORATION
UPHOLSTERY & FABRIC CLEANING
CARPET CLEANING
ODOR CONTROL
STONE, MASONRY & CERAMIC TILE
WATER DAMAGE RESTORATION
JOURNEYMAN TEXTILE CLEANER
JOURNEYMAN FIRE & SMOKE RESTORER
JOURNEYMAN WATER RESTORER**

This registrant has pledged to perform services in these areas
with skill, honesty, and integrity to provide the consumer
with the highest standard of care and expertise.

157659
REGISTER NUMBER

07/31/2023
EXPIRATION DATE



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

TIM N CISZEWSKI

is a registrant in good standing with the IICRC, and has qualified by service and
examination for certification in the following areas:

**APPLIED MICROBIAL REMEDIATION
STONE, MASONRY & CERAMIC TILE
ODOR CONTROL
WATER DAMAGE RESTORATION
UPHOLSTERY & FABRIC CLEANING
FIRE & SMOKE DAMAGE RESTORATION
CARPET CLEANING
CARPET REPAIR & REINSTALLATION
JOURNEYMAN TEXTILE CLEANER
JOURNEYMAN FIRE & SMOKE RESTORER
JOURNEYMAN WATER RESTORER**

This registrant has pledged to perform services in these areas
with skill, honesty, and integrity to provide the consumer
with the highest standard of care and expertise.

157660
REGISTER NUMBER

07/31/2023
EXPIRATION DATE



Company Background: Accent Services, Inc. (ASI), was created from the consolidation of five prior acquisitions, of which has been providing outstanding commercial janitorial services to the Wisconsin/Michigan market since 1989. The consolidation of those brands has allowed the various Vonachen Family Companies to come together as one and strengthen our brand recognition and market presence in those regions. Our latest acquisition, Clearwater Janitorial, operates out of the Western Wisconsin market, and has operated under the same beliefs that what truly sets us apart from others is the fact that we're big enough to matter and small enough to care. Most importantly, the quality of our work depends on the quality of our people. That's why all applicants are carefully screened and undergo continuous training once hired to ensure they have the skills needed to successfully manage your project. We're proud to employ skilled professionals, and we treat them all with respect and fairness because we know that satisfied employees result in satisfied clients.

Acknowledgement of requested services: Accent Services, Inc. (ASI) has provided commercial janitorial services to the City of Wausau for over the past decade and is familiar with expectations and quality standards the City of Wausau expects. In addition, Accent Services, Inc. (ASI) will be providing full service of all scope in RFP without the use of sub-contractors for more precise control and higher quality standards. Quality Assurance is our number one priority. We employ standard operating procedures in all facets of our business and collect and analyze measurable data on every job to ensure we stay on track. Each month, we perform a Level 1 (image-based) internal quality assurance review at each customer location as well as utilizing an independent third-party auditor to evaluate the quality of our services on a quarterly basis which each client is provided copy of report.

Staffing Model:

General Cleaner(s): On-site frontline employees execute the duties outlined in RFP

Project/Floor Tech: Perform all periodical/bi-annual duties outlined in RFP

Supervisor: Provides oversight to general cleaners and project technicians. This position also may fill in for open positions or call offs and performing routine quality checks.

Area Operation Manager (AOM): Reports to ROM, provides oversight to all on-sight staff. Oversees hiring, overall performance, training, etc. of services provided. Primary point of contact for client with access to company phone and email. This position also provides a 2nd layer of protection from call offs or open positions. Performs monthly level 1 quality audits.

Regional Operations Manager (ROM): Serves as escalation point/contractual point of contact.

References:

- #1 Mr. Steve Kaiser
Director of Building & Grounds
Mosinee School District
715-693-2530
skaiser@mosineeschools.org
- #2 Mr. Mark Krutza
Operations Supervisor
Stevens Point Area Public School District
715-345-5666
mkrutza@pointschools.net

Additional Services (as requested): Accent Services, Inc. is well equipped to handle all related additional services outlined in RFP. Accent Services, Inc. home office is based in Wausau, WI with a fleet of vehicles and equipment to service any needs. Accent Services, Inc. owns entirely its own equipment line-up and has strong and exclusive relationships with rental partners Sunbelt and Nassco for any one-off equipment needs. Some outlined equipment but not limited to; ride on auto scrubbers, walk-behind auto scrubbers, single disks/swing machines, carpet extractors, Kia-vac's, transport vehicles, enclosed trailer, burnishers, Clorox 360 electrostatic sprayer, etc. Accent Services, Inc. project technicians are widely trained in a variety of project tasks, with the added benefit of one hourly flat rate to include equipment.

Submitted By/Contact:



Parker Brown, Senior Regional Operations Manager

715.896.8580

2230 North 14th Ave.
Wausau, WI 54401

E Parker.Brown@vonachengroup.com

P 309.691.6202

W accent-services.com

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget Modification for 4th of July Fireworks

Committee Action: Approved 5-0

Fiscal Impact: \$30,000

File Number: 22-1109B

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Room Tax</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$30,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$20,000 from surrounding communities</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 construction planned for Marathon Park may prevent the annual 4th of July Celebrations; and

WHEREAS, the City has secured financial participation from other area municipalities to have a firework show over Lake Wausau; and

WHEREAS, your Finance Committee recommends the following budget modification to fund the event using \$10,000 of room tax funds and \$20,000 from grants from other neighboring communities.

*Fund	*Cost Center	Revenue Category	Spend Category	Program	Budget Change
251 Room Tax Fund	Tourism and Promotion		52172 Artist and Event Performances Services	July 4th Celebration	\$30,000.00
251 Room Tax Fund	Tourism and Promotion	43700 Grants from Local Governments		July 4th Celebration	\$(20,000.00)
251 Room Tax Fund	Tourism and Promotion		59220 Transfer To Special Revenue Fund		\$(10,000.00)

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2023 Budget as outlined above.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 28, 2023 @ 5:00 pm., Council Chambers

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

Members Excused: Joe Gehin (WWWC)

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Jean Frankel, Randy Fifrick, Mary Goede and Gina Vang

Discussion and possible action on budget modification for 4th of July Community Fireworks Proposal

Lisa Rasmussen stated this request came from the Mayor's Office looking to collaborate with our neighbors on one large fireworks display at the airport. She stated Marathon Park is weather dependent and canceled many times due to burning embers on nearby homes and trees. This is not an issue at the airport that has a large fallout buffer and the river.

Doug Diny questioned if there has been commitment from the neighboring communities. Jean Frankel, Mayor's Office, indicated the other four communities have already approved it.

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



To: Wausau City Council

From: Katie Rosenberg

Date: March 8, 2023

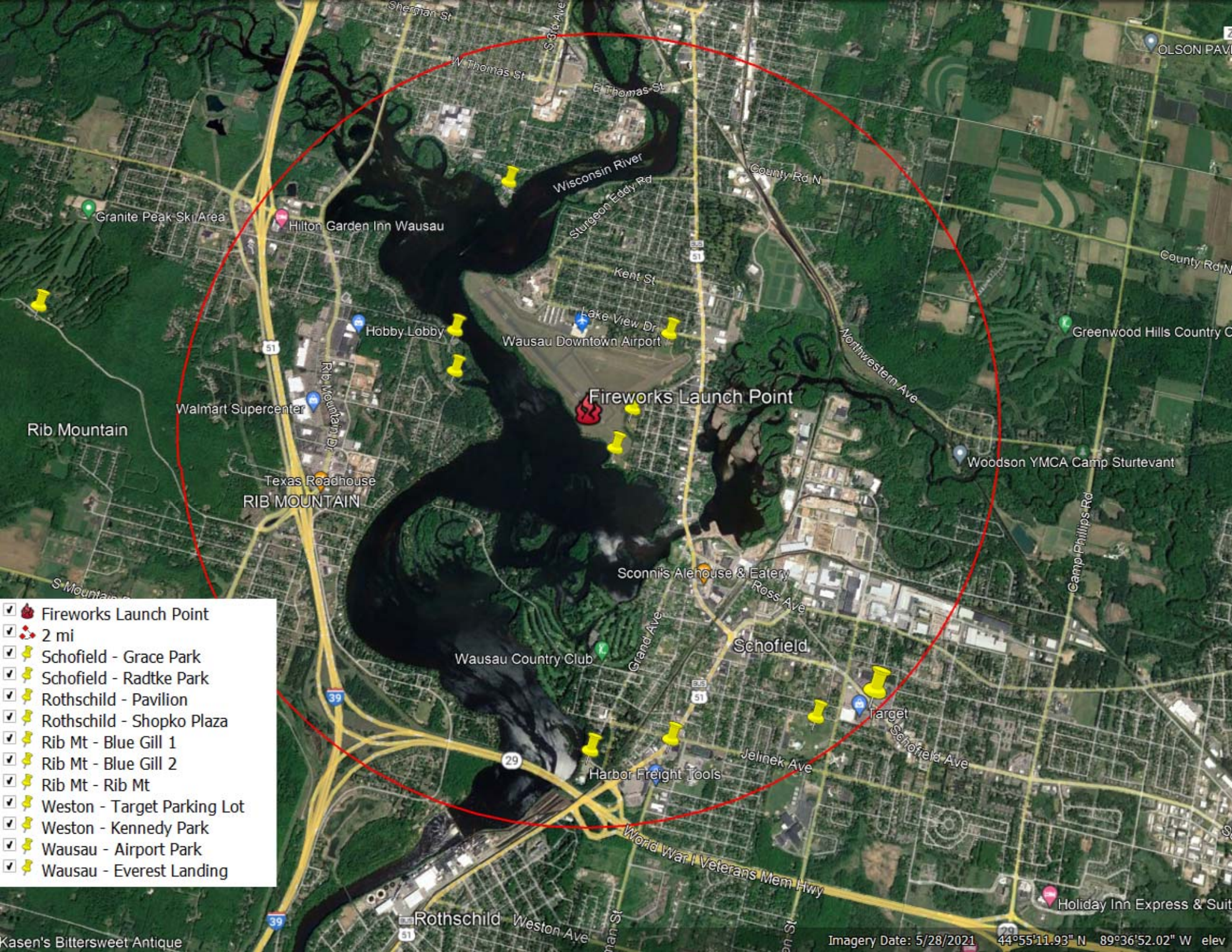
RE: 4th of July Community Fireworks Proposal

Background: Traditionally, the Wausau Area 4th of July group has festivities and fireworks at Marathon Park in Wausau. This year, there is potential construction planned for Marathon Park, which precludes having the event. We want to be sure there is celebration of this important holiday, and we find ourselves with an opportunity to fill the void.

Proposal: We would like to have the five municipalities (Rib Mountain, Rothschild, Schofield, Wausau and Weston) join together to sponsor a community fireworks show, to be shot from the Wausau Airport, toward the river, on the evening of the 4th of July (rain date July 5th.) Because of the large fall out buffer offered by the airport and river, we would be able to offer larger fireworks than would normally be used at Marathon Park. In addition, there would be no ground effect fireworks, so there would not need to be one central location that is most optimal for viewing. Aside from viewing the show from a boat on the river, we would have some designated viewing spots in each of the municipalities, and Kevin Malovrh of the Wausau Area 4th of July group would be the main contact and verify food vendors for each of those locations. Having the multiple viewing locations would help to ease the traffic congestion that results from being all in one spot.

With these larger fireworks, we have the advantage to have the fireworks sponsored by Festival Foods. We anticipate that they would sponsor half the cost of the show. We are required by Festival to use Spielbauer Fireworks, and we have a proposal from them for \$30,000. This would translate to the largest fireworks show in northern Wisconsin. With the thought that Festival would sponsor half, the five municipalities would divide the rest and each sponsor \$3000. In addition, we would like to do some advertising, and are asking for \$500 per municipality, for a total of \$2500. We would anticipate some TV, radio, social media, municipality newsletters and word of mouth advertising for the event. In total, we are asking for \$3500 from each municipality.

For Wausau, we are asking to allocate \$10,000, instead of the \$3500; the difference would be used in the event that one of the municipalities declines to participate, or the Festival amount comes in at less.



Sponsored By:

festival
foods

4TH OF JULY

COMMUNITY FIREWORKS DISPLAY

4TH JULY, 2023 @ T:BD PM

Display Shot From

WAUSAU DOWNTOWN AIRPORT

Designated Viewing Locations

RIB MOUNTAIN

BLUEGILL BAY PARK
RIB MOUNTAIN STATE PARK

ROTHSCHILD

ROTHSCHILD PAVILION
SHOPKO PLAZA PARKING LOT

SCHOFIELD
GRACE PARK
RADTKE PARK

WAUSAU
AIRPORT PARK
DC EVEREST PARK

WESTON
KENNEDY PARK
TARGET PARKING LOT

Additional Details

Food Trucks may be staged at the above-designated viewing locations. For more event details and food truck specifics please visit www.needwebsite.com.

Interested in being a food truck vendor?
Contact Kevin at 715-849-2500

Partnering Communities



TOWN OF RIB MOUNTAIN
Where Nature, Family & Sport Come Together



VILLAGE OF
Rothschild



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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Corrosion Control Study and Testing

Committee Action: Approved 5-0

Fiscal Impact: \$347,501

File Number: 22-1109C

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$347,501</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: \$347,501</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 has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021, and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following Corrosion Control Study; and

WHEREAS, the project is eligible for ARPA funding under the category of Revenue Loss:
Government Services

WHEREAS, the funding will improve the safety of drinking water to our residents and provide critical information regarding lead leaching into the drinking water; and

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

*Fund	*Cost Center	Revenue Category	Spend Category	Program	Grant	Debit Amount
215 ARPA Fund	ARPA Grants		52193 Environmental Testing Services - Non-Capital	ARPA Corrosion Control Study	GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$170,000.00
215 ARPA Fund	ARPA Grants		52150 Architectural, Engineering and Planning Services	ARPA Corrosion Control Study	GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$177,501.00
215 ARPA Fund	ARPA Grants	43250 Federal Grants - Human Services			GR-000035 Coronavirus State and Local Fiscal Recovery Funds	\$(347,501.00)

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2023 Budget as outlined above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

ARPA FUNDING

	Public Health	Negative Economic Impacts	Services to Disportionately Impacted Communities	Infrastructure	Revenue Loss: Government Services	Total	Expenses 12/31/2022	Carryover Balance
Landmark Project		\$ 350,000				\$ 350,000	-	350,000.00
2022 Budget:								
Public Access Server for Closed Caption			47,402			47,402	47,402.37	-
Internet Firewall Replacement					33,800	33,800		33,800.00
Core Switch Replacement					50,000	50,000	49,129.83	
Financial ERP Software Replacement					850,000	850,000	186,512.75	663,487.25
2022 Resolutions								
Temporary Water Supplies					230,000	230,000	230,000.00	
PFAS Pilot Study				240,375		240,375	210,435.42	29,939.58
LED Street Lighting Conversion					881,971	881,971	818,703.25	63,267.75
Skate Park					225,000	225,000	125.55	224,874.45
EEC Negative Economic Impact		84,100				84,100	-	84,100.00
CCITC - Fiber Connection Project					140,000	140,000	8,742.50	131,257.50
Community Outreach Specialist Position					140,000	140,000	32,200.57	107,799.43
FireFighter Positions					771,000	771,000	-	771,000.00
Wastewater Treatment Screening Improvement Project				800,000		800,000	-	800,000.00
Abel Stormwater Liftstation				800,000		800,000	-	800,000.00
Community Partners Campus Facility Project					162,756	162,756	162,756.00	-
Catholic Charities and Open Door		829,120				829,120	-	829,120.00
Infill New Construction		600,000				600,000	-	600,000.00
Affordable Rental Units		500,000				500,000	-	500,000.00
Homebuyer Education Counseling and Closing Assistance					34,000	34,000	-	34,000.00
Water Main Replacement - 2023								-
10th Ave				420,000		420,000	-	420,000.00
Grant St				100,000		100,000	-	100,000.00
Henrietta				320,000		320,000	-	320,000.00
Water Engineering Studies and Project Work								-
Lead Service Line Replacement Plan					89,680	89,680	69,560.00	20,120.00
Corrosion Control Study					609,241	609,241	39,620.29	569,620.71
PFAS Treatment Process Design				658,695		658,695	140,554.31	518,140.69
Sewer Main Replacement - 2023								
10th Ave				320,000		320,000	-	320,000.00
Grant St				85,000		85,000	-	85,000.00
Henrietta				200,000		200,000	-	200,000.00
Water Main Replacement - 2022					1,414,409	1,414,409	1,392,173.47	
Sewer Main Replacement - 2022					691,099	691,099	663,948.32	
Sewer Engineering and Project Work								
Sewer Force Main Project					359,184	359,184	359,184.00	
Lead Service Line Replacement					500,000	500,000		500,000.00
Sewer Lift Station Upgrade Design					239,000	239,000	83,650.00	155,350.00
Obligated	\$ -	\$ 2,363,220	\$ 47,402	\$ 3,944,070	\$ 7,421,140	\$ 13,775,832	4,494,698.63	9,230,877.36
					10,000,000	\$ 15,586,461		
AVAILABLE - UNENCUMBERED						\$ 1,810,629		
CURRENT REQUESTS								
City Hall Security Updates						183,380		
UNFUNDED REQUESTS								
City Hall Council Chambers						140,000		
Solar Array Study						235,355		
Fire Station Land Acquisition						815,000		
Fixed Station Automated License Plate Readers						255,000		
Police Department Sit-Stand Configuration						50,000		
						1,495,355		
REMOVED								
Drinking Fountain Replacement Parks				Funded from Tennis Court Project		81,000		
17th Avenue Stewart Avenue to Elm Reconstruction				Finance recommended TID 8 Funding		1,180,000		
						1,261,000		

FINANCE COMMITTEE

Date and Time: Tuesday, March 28, 2023 @ 5:00 pm., Council Chambers

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

Members Excused: Joe Gehin (WWWC)

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Matt Barnes, Robert Barteck, Jean Frankel, Randy Fifrick, Mary Goede and Gina Vang

Discussion and possible action regarding ARPA funding requests and related budget modification

Rasmussen stated two items were ranked from last week: City Hall Security Project at 47.8 and an increase in funding for previously approved testing for Corrosion Control Treatment Optimization Study at 63. Rasmussen commented there may be other funding options for City Hall Security if they didn't want to use ARPA.

Michael Martens noted City Hall Security came to CIP Committee five years ago. He didn't feel it met the goal of ARPA for broad based transformative change or effect in the city. He understood the need for the security but did not feel ARPA was the appropriate funding mechanism. He was in favor of moving forward with the Corrosion Control Project for safe water.

Carol Lukens agreed Corrosion Control was extremely important, but also believed City Hall Security was an emergency with shootings happening more and more. She felt in some ways this did serve the broader community because it is our city government. She stated it would be great if there were another option for funding other than ARPA, but believed security was a priority so employees can feel safe.

Mayor Rosenberg addressed the committee on the importance of security in City Hall mentioning her own experience as well as reports from the last two administrations. She hoped they would prioritize the project for the sake of city staff as well as any residents that visit the building.

Rasmussen suggested if the Finance Director could bring some information about year end surplus in two weeks, they could put it on hold until we receive that information. She felt CIP option puts it off too far down the road. Michael Martens noted the Council Chambers IT upgrades request was on hold, but he felt City Hall Security should move ahead of that item.

Doug Diny felt there were things they could do at City Hall that wouldn't cost very much, such as lock all the office doors. He also didn't feel they should spend ARPA dollars on this but if it is an emergency do what they can now to limit access and then work the CIP and finance it correctly. He indicated he agreed with moving forward the corrosion treatment and to defer on the security. Maryanne Groat stated they could further the budget modification to Council and set the funding source at the next Finance meeting, so that it would go to Council on April 11th with the funding source inserted just prior to the meeting. Rasmussen questioned if they would be okay with using ARPA in the event there were no other funding source found.

Deputy Chief Matt Barnes stated for the entire time he has been on officer every two or three years staff was sent to training to do risk assessment and facility surveys. Those surveys for the last 20 years have indicated that we have safety and security risks at City Hall. Over the period of that time, we have responded to this location. He pointed out there are employees that work long hours into the evenings and/or weekends and have had people who have been living inside City Hall, sitting in bathrooms, and had access to locations here. He reiterated every single professionally written assessment have indicated the importance to expedite the physical security of this facility and he strongly encouraged them to do it. He pointed out the security at the County Courthouse and noted generally speaking it seems something bad happens and then it becomes an emergency. He hoped nothing bad needs to happen here, but it has come close.

Diny reiterated if this is an emergency let's find the funds and put it through the correct process and not use ARPA as a crutch. He requested they vote on Corrosion Control separately from City Hall Security.

Motion by Martens, second by Diny to approve the ARPA request for Corrosion Control Treatment Optimization Study. Motion carried 5-0.

Groat commented she appreciated the goal to spend ARPA dollars wisely, but pointed out one of the classifications the Federal government gave for spending on government services and the examples outlined, construction of government buildings is one of the main categories. She pointed out many communities have invested ARPA funds on improvements to their buildings and on technology improvements to their building so they can engage with citizens. She did not feel these were inappropriate submissions and do fall within the major guidelines.

Motion by Lukens, second by Watson to move forward City Hall Security with an open alternative funding source. Motion carried 4-1. (*Diny was the dissenting vote.*)



TO: Finance

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

DATE: March 14, 2023

SUBJECT: ARPA Fund Request – Corrosion Control Treatment (CCT) Optimization Study

Attached is an amendment to the WDNR required CCT Optimization Study. We have been directed by the WDNR to prepare 3-separate sets of lead line pipe loops to begin the corrosion control data collection portion of the study. The amended scope of services is primarily to purchase the required number of loop systems to begin the study. There is additional engineering time due to the extended timeline of the project and for the engineers to complete data analysis and review. The original contract was \$261,740 and this amendment to the contract is an increase of \$177,501 for a total of \$439,241.

In addition to the contracted services there will be an extensive testing schedule for the numerous pipe loops and the estimated testing costs, using in-house employees, is \$170,000 just for lab and analytics.

The original work was funded out of ARPA and staff is requesting consideration to use ARPA to fund the proposed additional required work to complete this study.

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- * Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- * Broad band infrastructure must respond to lack of reliable service or affordable service
- * Cybersecurity investment and modernization is eligible to new or existing infrastructure.



Project Title	Corrosion Control Optimization Study		
Department	DPWU	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	6 - Mandatory		
6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority			

Project Type (Check all that apply)

	Sewage Infrastructure		Broadband Infrastructure
	Stormwater Infrastructure		Cybersecurity Investment
☒	Water Infrastructure		

PROJECT DESCRIPTION

Provide a description of the project, purchase or service attach additional information if needed

As required by the WDNR, the utility has been working on a Corrosion Control Optimization Study. This amendmend adds in the additional cost of purchasing and commissioning the lead line service loops required to complete the data collection and final reporting. Due to the delays int he water treatment facility being placed online the CCT Study needs to be extended significantly to the end of 2024. There are two separate funding requests: one is for the contracted services with CDM Smith and the other is the estimated testing costs to complete the data collection; the testing costs will be completed in-house using city staff so we are requesting lab and analytical costs.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY

☒	Addresses critical health or safety hazard.		This project was identified and deferred on prior years capital/operating budget
☒	Required to achieve or miantain an adequate level of service		Expands existing service into an undeveloped area.
	Provides new service, facility, system or equipment.	☒	Repairs, replaces or prevents a breakdown of an existing infrastructure

PROJECT OR PURCHASE JUSTIFICATION

Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project, purchase or acquisition

Lead service lines were installed in the city from the late 1940's through about 1970. The city uses sodium silicate in the distribution system as a corrosion control method to prevent lead from leaching into the water. The longer the water rests in the lead pipes the more risk of lead leaching into the water. CCT is being required to evaluated to determine if the method and product currently being used is the bes method moving forward with the city's improved water quality.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.

This is a required project by the USEPA and WDNR, deferral is not an option.

RETURN ON INVESTMENT

Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance, future debt avoidance or operational cost or income benefits

No level of lead is safe in our drinking water is safe. Optimizing CCT will mitigate leaching of lead into the water.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL

DPWU

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total		
Planning /Design								-
LandAcquisition								-
Engineering Study & Data Collection		177,501						177,501
Lead Testing and Lab Analysis		170,000						170,000
Other(Describe)								-
Total Costs	\$ -	\$ 347,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,501

FUNDING SOURCES

ARPA Funding										-
Donations										-
User Fees										-
Debt Issuance										-
Other Grant Income										-
Other (Describe)										-
Total Sources	\$	-	\$	-	\$	-	\$	-	\$	-
Shortfall	\$	-	\$	347,501	\$	-	\$	-	\$	347,501

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES

ARPA Funding	-
Donations	-
User Fees	-
Other Grant Income	-
Other (Describe)	-
Total Funding Sources	\$ - \$ - \$ - \$ - \$ - \$ -
Shortfall	\$ - \$ - \$ - \$ - \$ - \$ - \$ -

IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD	
1	2
3	4
5	6
7	8
9	10
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79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed	

--

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 1 is made and entered into this 14th day of February, 2023 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Wausau ("OWNER") dated April 26, 2022, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Wausau Water Works Corrosion Control Study, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:
 1. CDM Smith will furnish three pipe loop sampling skids that will be used for water sampling and testing associated with the corrosion control study. CDM Smith will provide 80 hours of engineering services for coordination and labor associated with pipeloop startup.
 2. This contract duration will extend beyond the initial agreement's expiration date of March 22, 2023. Additional cost will be incurred due to annual salary escalation during the extended duration of the project.
 3. Amendment is based on three pipe loops. If additional pipe loops are required by WDNR or the City, an amendment will be required to cover the additional cost.
2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:
 1. Provide a secure a location to receive a delivery of the pipe loop sampling skids.
 2. Harvesting of lead service lines is assumed to be done by the City.
 3. City will provide connections for power, water and drainage to the pipe loop area. City will make final connections to the pipe loops.
 4. Chemicals for pipe loops will be purchased by the City.
 5. All lab costs associated with this study are the responsibility of the City.
3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

The initial agreement is set to expire on March 22, 2023. This amendment extends the contract duration to March 22, 2024.

4. The payment for services rendered by ENGINEER shall be as set forth below:

Item 1 - Additional Cost due to extended duration of project - \$10,715

Item 2 - Fabrication and delivery of pipe loops - \$133,386

Item 3 - Pipe loop coordination and startup - \$19,000

Item 4 - Additional data review and evaluation - \$14,400

This amendment authorizes an increase of \$177,501 to the total contract. The total amount for this project is changed from \$261,740 to \$439,241.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.


ENGINEER

DATE: February 14, 2023

OWNER

DATE:

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modifications – City Hall Security Improvements

Committee Action: Approved 4-1

Fiscal Impact: \$183,380

File Number: 22-1109D

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: General Fund Surplus</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$183,380</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: \$183,380</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 has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021, and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following City Hall Security Improvements; and

WHEREAS, the project is eligible for ARPA funding under the category of Revenue Loss:
Government Services

WHEREAS, the project will improve long standing safety concerns of staff and protect the facilities;
and

WHEREAS, the Finance Committee supported the project but expressed a desire to seek other
financing sources such as surplus; and recommends the corresponding budget modification;

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount
60000:Capital Outlay	400 Capital Projects Fund	Facilities Capital		58220 General Municipal Buildings	2023 City Hall Security Improvements	\$183,380.00
49200:Transfer from Other Funds	400 Capital Projects Fund	Financing	49210 Transfer from the General Fund		2023 City Hall Security Improvements	\$(183,380.00)
50920:Transfers to Other Funds	101 General Fund	Financing - Surplus		59240 Transfer To Capital Projects Fund		\$183,380.00

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials
are hereby authorized and directed to modify the 2023 Budget as outlined above.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City officials
are hereby authorized and directed to initiate project bidding, execute construction contracts and begin
improvements.

Approved:

Katie Rosenberg, Mayor

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
REPLACING LOST PUBLIC SECTOR REVENUE
SPENDING ON GOVERNMENT SERVICES

Government Services include *any* service traditionally provided by a government. Common examples would include:

- *Road building and maintenance and other infrastructure
- *Construction of government buildings
- *General government administration and staff
- *Provision of police, fire, and other public safety including purchase of fire trucks and police vehicles
- *Environmental remediation



Project Title	City Hall Entrance Security		
Department	DPWU	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	6		
6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority			

Project Type (Check all that apply)

☒ One Time Expense	☐ Ongoing Operational Expenses
--	---

PROJECT DESCRIPTION

Provide a description of the project, purchase or service attach additional information if needed

The project will significantly improve safety and security within City Hall. It is proposed to create a controlled entry to the majority of City Hall once citizens enter the main lobby. A transparent glass partition wall with secure entrance will be installed to control entrance to the elevators, stairs and minimize access to basement areas. The municipal clerks office will be moved to the Birch Room with a cut out and bullet resistant opening into the lobby, this would match the recently renovated clerks space where service is provided directly to the lobby. The door to the Birch Room from the vestibule hallway will be closed and a window created in this area. All of the glass will be bullet resistant to create a safe secure space for staff while still providing a high level of service to the public. Plans and renderings are attached for your review.

PROJECT PURPOSES: (Check all statements that apply)

☒ Addresses critical health or safety hazard.	☐ Serves to eliminate blight
☐ Provides developed area with a comparable level of city services or facilities.	☐ Encourages economic development
☒ Maintains or enhances systems that support existing city services.	☐ Encourages revitalization, community aesthetics, or historic preservation
☐ Provides new service, facility, system or equipment.	☐ Provides other rehabilitation, replacement or new construction.
☐ Expands existing service into an undeveloped area.	☐ This project was identified and deferred on prior years capital/operating budget
☐ Repairs, replaces or prevents a breakdown of an existing city facility, system, service or equipment.	☐ Improves resident quality of life in terms of recreational activities, personal enrichment or living conditions
☐ Supports a revenue generating service	☐ Increases FTE's within the department
☒ Contributes to a safe community	☐ Other

PROJECT OR PURCHASE JUSTIFICATION

Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project, purchase or acquisition

Over the past few years there have been a few vagrant and hostile individuals roaming through City Hall. There have been incidences where individuals have been found living in the basement and most recently an individual had to be removed by the PD as he was hiding under a table on the 3rd floor of City Hall. There has been an increase throughout the nation of random acts of violence and this project is a proactive approach to mitigate the threats and harm to city staff should anything happen here in Wausau. City staff is forward facing to the public everyday serving the needs of the public and ensuring their safety should remain a top priority.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.

City Hall is fully open to the public with all areas currently accessible to the public. Many areas of city hall should not be accessible to the public as there is no need for the public to access many of these areas as they are for employees only. This project has been discussed for several years and safety at City Hall for employees is a recurring discussion. This project will create safeguards, physical protections and will help secure areas of City Hall that should not be accessed by the general public.

RETURN ON INVESTMENT

Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance, future debt avoidance or operational cost or income benefits

This project has been discussed over the past several years and with no budget to fund this project ARPA is the best option. The return on investment is a significantly more safe and secure work environment for all city employees.

LOSS REVENUE - SPENDING ON GOVERNMENT SERVICES - FINANCIAL DETAIL

City Hall Entrance Security

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Construction/Maintenance		163,732				163,732
Contingencies		19,648				19,648
Other(Describe)						-
Total Costs	\$ -	\$ 183,380	\$ -	\$ -	\$ -	\$ 183,380
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ 183,380	\$ -	\$ -	\$ -	\$ 183,380

ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDING SOURCES						
ARPA Funding		183,380				183,380
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total Funding Sources	\$ -	\$ 183,380	\$ -	\$ -	\$ -	\$ 183,380
Shortfall	\$ -	\$ (183,380)	\$ -	\$ -	\$ -	\$ (183,380)

IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD

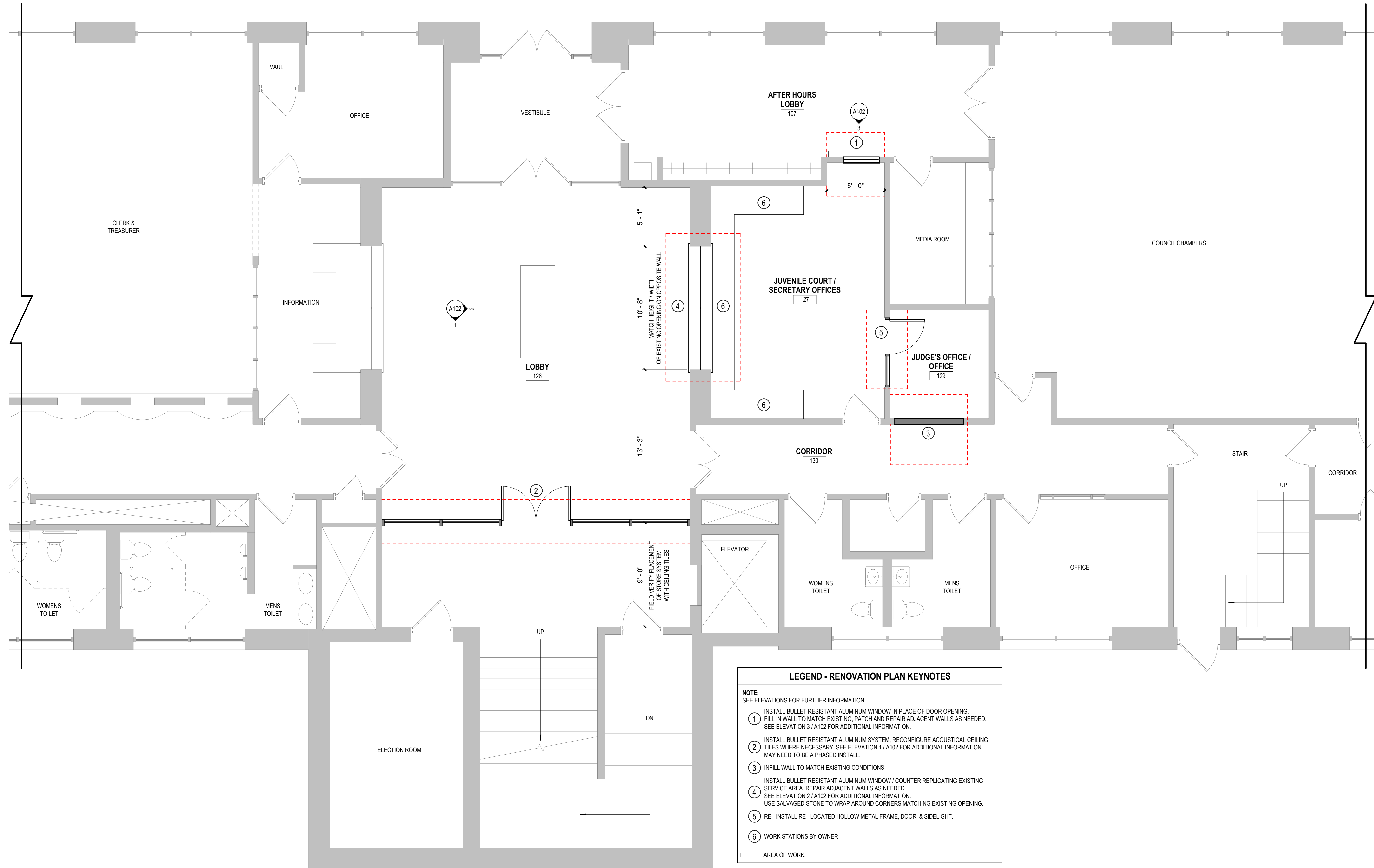
DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed

City Hall Entrance Security

[illegible]

CORPORATE OFFICE
11 Financial Way, Suite 300
Wausau, WI 54401
phone 715.842.2222
fax 715.848.8088

IOWA OFFICE
2929 Westown Parkway
Suite 200
West Des Moines, IA 50266
phone 515.288.0467
fax 515.288.0471

[illegible]

WAUSAU CITY HALL
PRELIMINARY DESIGN
407 GRANT ST.,
WAUSAU, WI 54403

1ST FLOOR RENOVATION PLAN

DATE	TBD
PROJECT NUMBER	7451D
DRAWN BY	NKO
CHECKED BY	Checker
TIMESTAMP	1/31/2023 8:22:10 AM

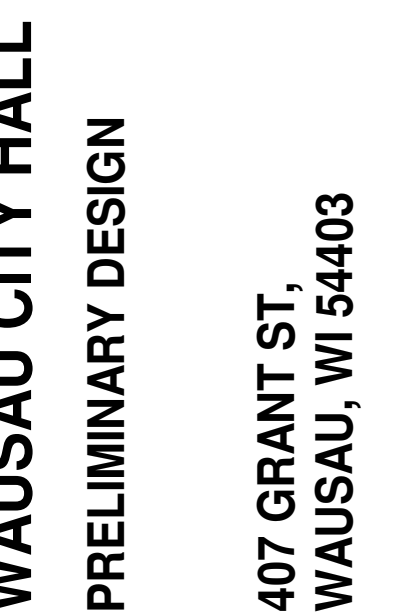
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phone 515.288.0467
fax 515.288.0471

[illegible]

1ST FLOOR DEMO PLAN

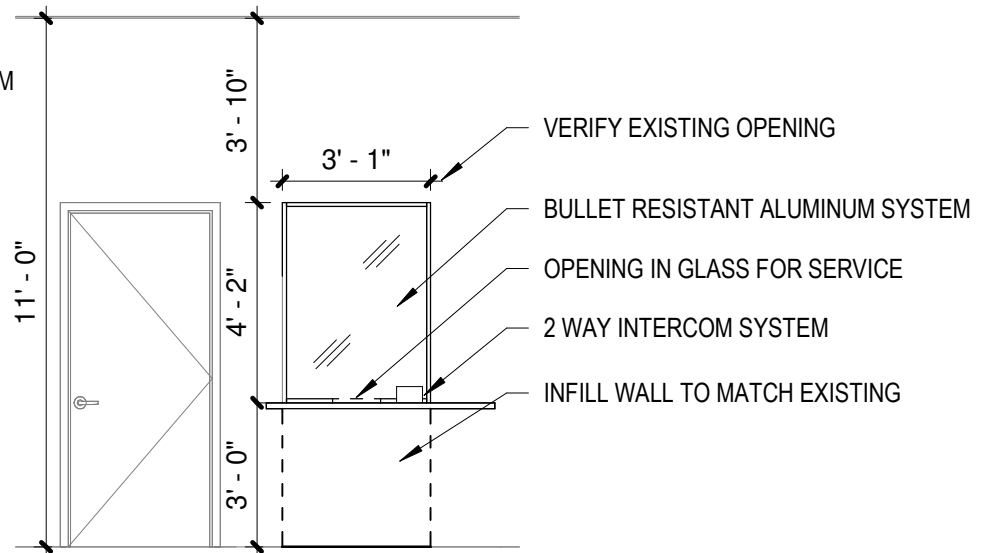
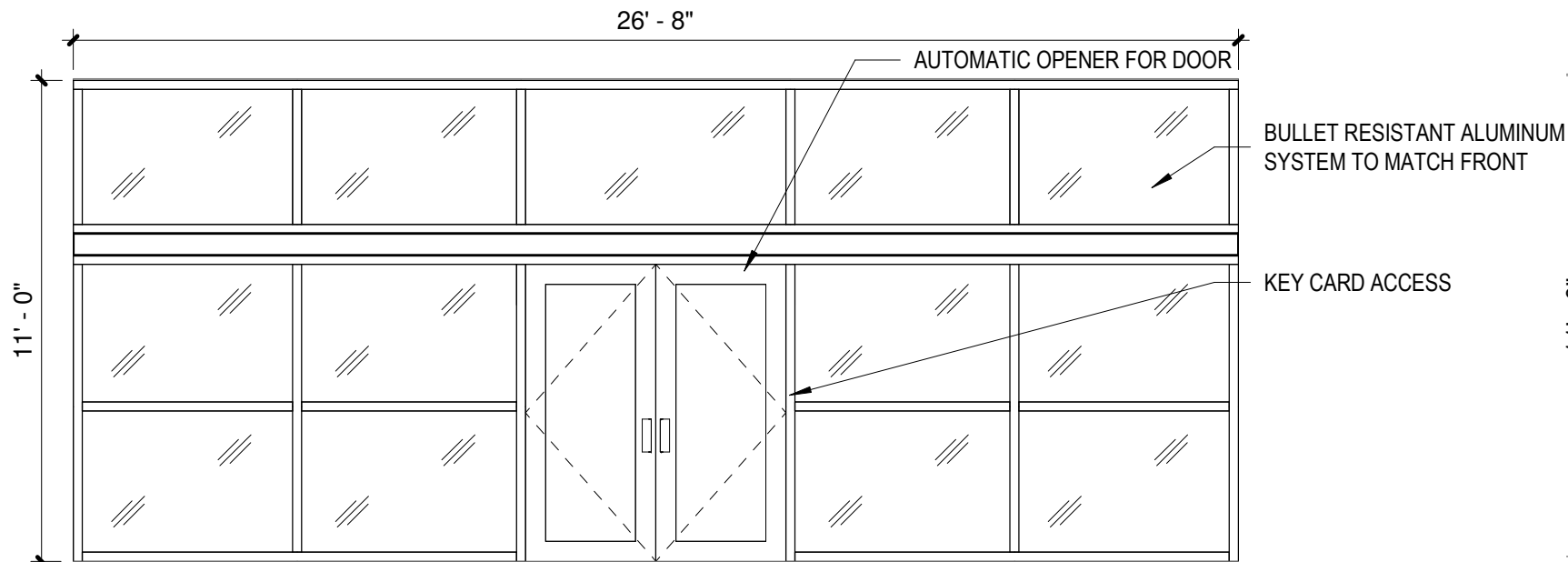
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STAMP	1/31/2023 8:22:10 AM

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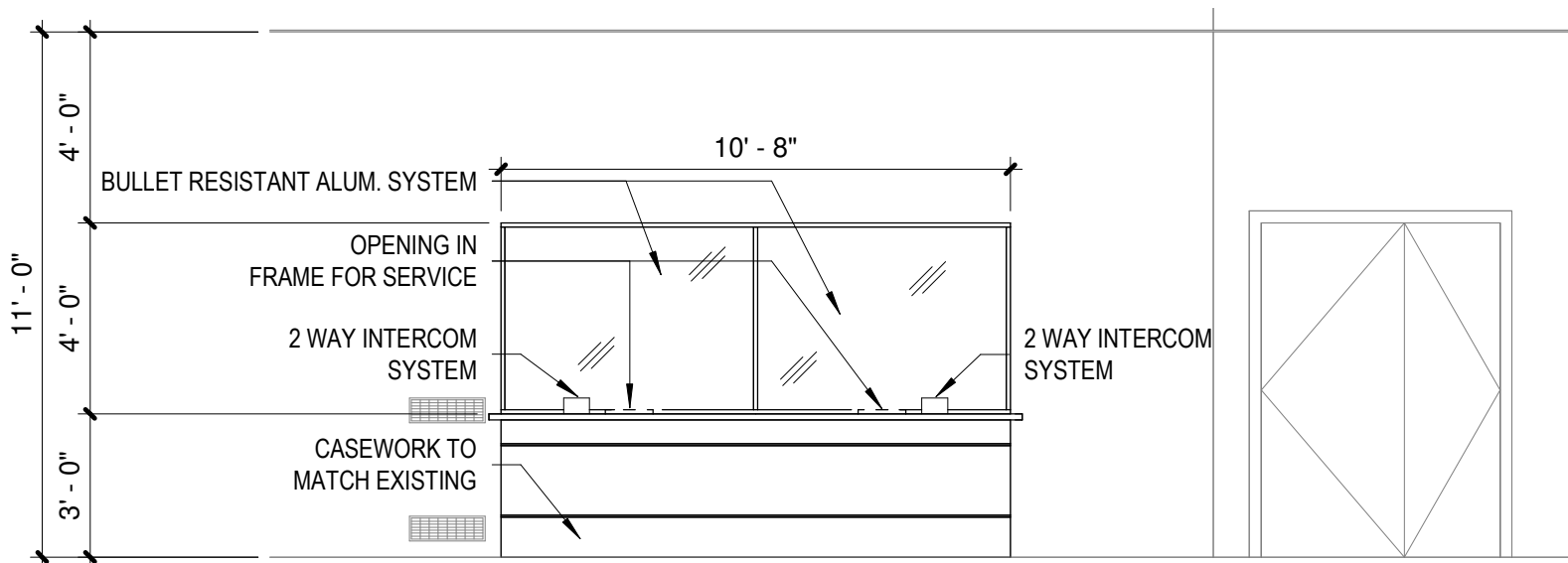
PRELIMINARY - NOT FOR CONSTRUCTION

one sixteenth inch = one foot
6'0 4 8 14
one eighth inch = one foot
0 2 4 6 8
one quarter inch = one foot
0 2 4
three eighths inch = one foot
0 2 4
one half inch = one foot
0 2
three quarters inch = one foot
0 6 2



1 BULLET RESISTANT ALUMINUM SYSTEM
A102 1/4" = 1'-0"

3 SERVICE COUNTER - JUVENILE COURT
A102 1/4" = 1'-0"



2 SERVICE COUNTER - LOBBY
A102 1/4" = 1'-0"



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Suite 200
West Des Moines, IA 50266
phone 515.288.0467
fax 515.288.0471

ISSUED FOR:	DATE

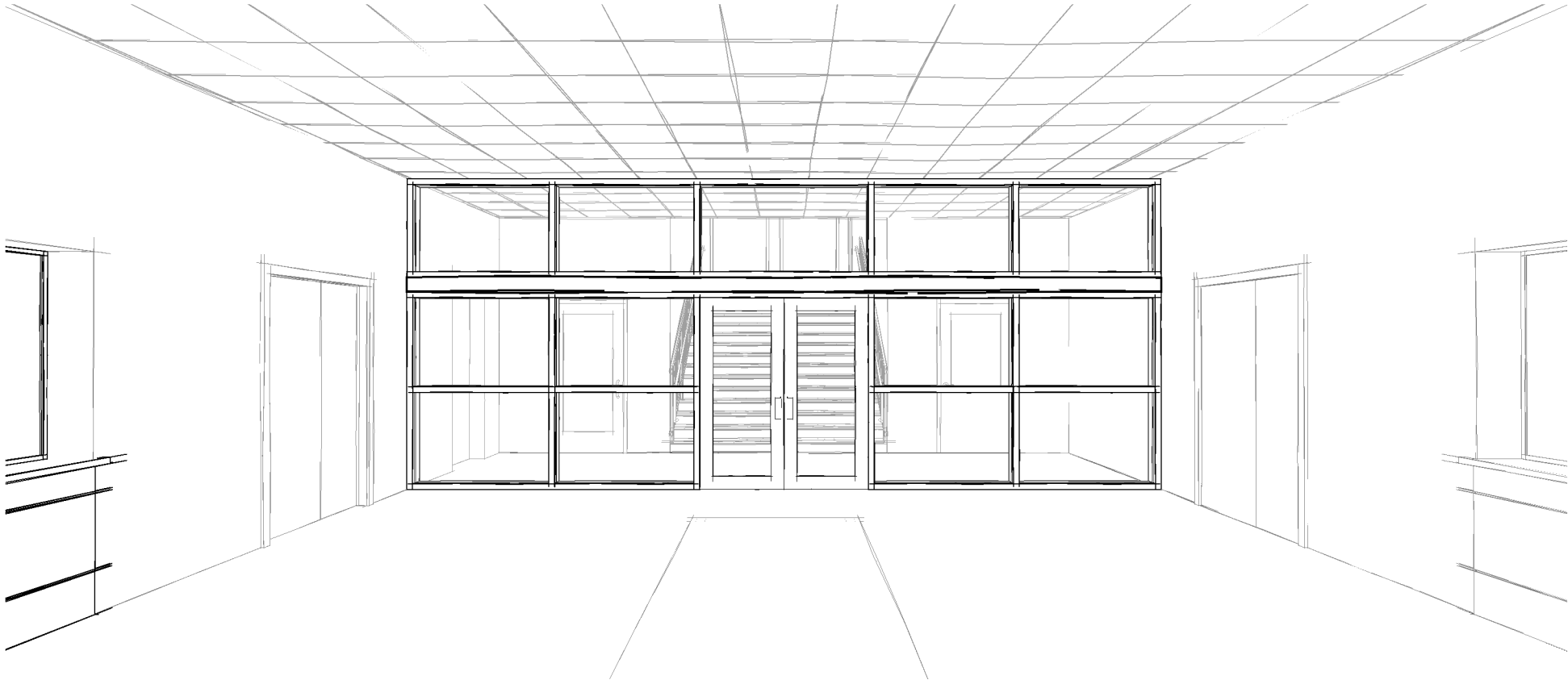
WAUSAU CITY HALL
PRELIMINARY DESIGN
407 GRANT ST.,
WAUSAU, WI 54403

DATE	TBD
PROJECT NUMBER	7451D
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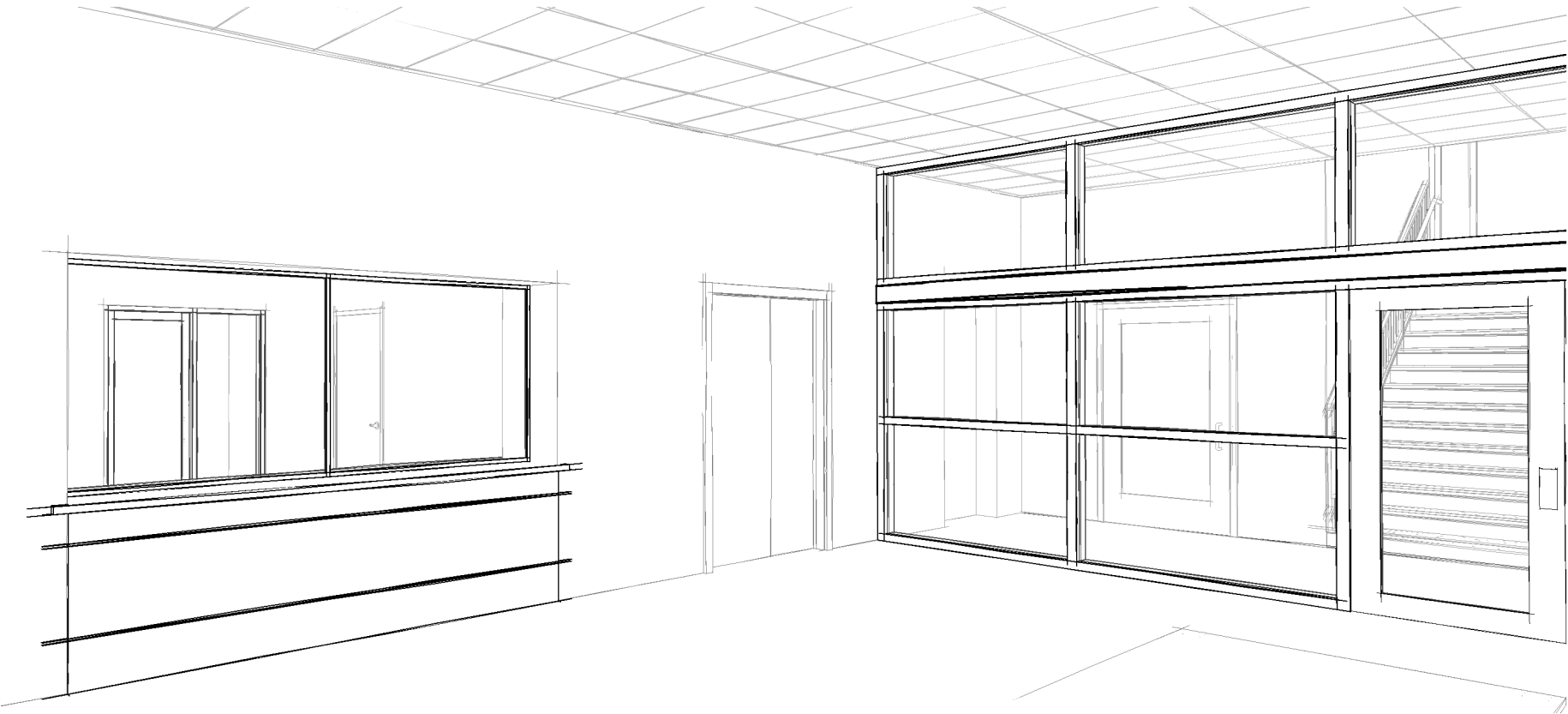
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one sixteenth inch = one foot
6'0 4 8 14
one eighth inch = one foot
0 2 4 6 8
one quarter inch = one foot
0 2 4
three eighths inch = one foot
0 2 4
one half inch = one foot
0 2
three quarters inch = one foot
0 6"



1
A103

BULLET RESISTANT ALUMINUM SYSTEM



2
A103

SERVICE COUNTER & BULLET RESISTANT ALUMINUM SYSTEM



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ISSUED FOR:	DATE

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A103

one sixteenth inch = one foot
6'0 4 8 14
one eighth inch = one foot
0 2 4 6 8
one quarter inch = one foot
0 2 4
three eighths inch = one foot
0 2 4
one half inch = one foot
0 2
three quarters inch = one foot
0 6" 2



PRELIMINARY INTERIOR RENDERING



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fax 515.288.0471

ISSUED FOR:	DATE

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WAUSAU, WI 54403

DATE	02/23/2023
PROJECT NUMBER	7451D
DRAWN BY	NKO
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TIMESTAMP	2/23/2023 11:54:59 AM

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

RESOLUTION OF THE COMMON COUNCIL

Approving contract for Regional Hazardous Materials Response Team Services with the State of Wisconsin

Committee Action:

Fiscal Impact: \$Unknown

File Number: 95-0817

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: HazMat Fund</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 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 State of Wisconsin has proposed to renew the existing Regional Hazardous Materials Response Team Services contract with the City of Wausau which expires June 30, 2023 for an additional two (2) years on like terms; and

WHEREAS, funding levels are still under review on the state level and a budget modification will be presented when the city's award amount is available;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute a renewal of the existing contract for Regional Hazardous Materials Response Team Services for July 1, 2023 through June 30, 2025, in substantially the same form as that attached hereto.

Approved:

Katie Rosenberg, Mayor



Wausau Fire Department

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



Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

TO: Common Council
FROM: Robert Barteck, Fire Chief
DATE: April 6, 2023
SUBJECT: State HazMat Contract Renewal

Purpose:

To discuss the renewal of the contract between the State of Wisconsin and the City of Wausau Fire Department to continue to supply Type II hazardous Materials Incident Response in the North-East region.

Recommendation:

I recommend that you approve the contract renewal with the State of Wisconsin to supply a Type II regional response team as described in the contract.

Facts or Considerations:

Background:

The Wausau Fire Department has been in contact with the State of Wisconsin for regional HazMat response since the late 1990s. This new contract continues the relationship for this key piece of response infrastructure within the State of Wisconsin. The city collects \$81,000 annually in exchange for providing a Type II capable team for the state response structure.

Discussion:

This year's contract renewal is due to the state by April 17. The current draft of the contract has the reimbursement portion blank because the State of Wisconsin bi-annual budget is still being completed. The Wisconsin Emergency Management has ensured us that we will receive at least the payments we have in the past. Meanwhile, the Wisconsin State Fire Chief's Association is lobbying for a 25% increase in funding for all regional HazMat teams.

To have the contracts in place and ready before they have asked the participating departments to sign the contract, and the financial portion will be updated once the bi-annual budget is complete.

The City Attorney's Office has reviewed the new contract and found it acceptable.

Rationale:

Contracting with the State of Wisconsin for the purpose of providing a Type II Regional HazMat Response team within Wausau is a good agreement for the city. If we did not have a contract to provide this coverage to the region, the City of Wausau would still need a hazmat response team. The contract helps offset the expensive training, equipment, and team administration costs.



Wausau Fire Department

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



Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

Impact:

Continuing the HazMat response contract with the State of Wisconsin ensures that Wausau citizens will keep a high-quality Type II HazMat response team within their city. State funds offset the high cost of maintaining a response team. Having a regional team within the city helps ensure the fire department is in a forward-leaning response posture, thus better protecting the Wausau community.

Coordination:

The contract has been reviewed and approved by the City Attorney's Office. Once the bi-annual State budget is set and the reimbursement is known, we will coordinate with the Finance Director to pass the budget modification through the Finance Committee.

Attached is the final version of the draft contract with the state.

Drafted by Robert Barteck, Fire Chief



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2023, THROUGH JUNE 30, 2025

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
And

LIST OTHER PARTIES

INSERT REGION WISCONSIN HAZARDOUS MATERIALS TASKFORCE



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

1.0 General Contract Information

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management on the one hand and **INSERT OTHER PARTY NAMES** also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce on the other for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in §323.70 of the Wisconsin Statutes and as further amended.

1.2 Recitals:

WHEREAS to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town a hazardous materials response system.

WHEREAS the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or assume fiduciary or other responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a hazardous materials incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§292.11 and 323.60(4).

1.3 **Contract Term:** This Agreement runs for two years, commencing July 1, 2023, and ending on June 30, 2025.

1.4 **Quarterly Basis:** Certain actions are to be taken on a quarterly basis. For the purposes of this Agreement, the quarters are as follows:

First quarter:	July 1 through September 30
Second quarter:	October 1 through December 31
Third quarter:	January 1 through March 31
Fourth quarter:	April 1 through June 30

2.0 Definitions: The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

Exhibit A	Standard Terms and Conditions (Request for Bids/Proposals) DOA-3054 Form
Exhibit B	INSERT REGION Wisconsin Hazardous Materials Taskforce Budget
Exhibit C	Map of Wisconsin Hazardous Materials Response System
Exhibit D	Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means LIST GOVERNMENTAL PARTIES, also collectively referred to as the INSERT REGION Wisconsin Hazardous Materials Taskforce, by which hazardous materials response service or services to Level A releases will be performed under this Agreement.

Emergency means a situation that affects or presents an imminent risk to public health, safety and/or the environment.

Wisconsin Hazardous Materials Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire or accident that results or has the potential to result, in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under Wis. Stat. §323.02(11) of the Wisconsin Statutes.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make

entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered hazardous materials taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

- 3.1 Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations relating to hazardous material incidents, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, ensure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the services to be provided under this Agreement, but Contractor shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment and vehicles meet or exceed applicable regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 471, 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1 certification.
- 3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, except as follows. Contractor agrees that in the event of multiple responses, said equipment that is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements within 30 days after this Agreement is fully executed and annually thereafter.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's

resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided to the Division, the Contractor may decline a request for hazardous material response system services.

- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.
- 3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.
- 3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall update, on an annual basis, the Standardized Equipment that provides a current inventory of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements. The Contractor will input equipment inventory on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The annual Equipment Inventory shall be updated after January 1, or when new equipment is added during the calendar year. Failure to submit timely Equipment Inventory may result in the withholding of quarterly Annual Allocation payments provided for under this Agreement.
- 3.11 **Operating Expenditure Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a quarterly basis, with an Operating Expenditure Report that provides a current listing of its hazardous materials team operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure WebEOC website located at wi.webeocasp.com, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement until such report is received.
- 3.12 **Hazardous Materials Incident Reporting:** To prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect

accurate, actual, and standardized hazardous materials assist and response data. Further, Contractor shall report all hazardous materials incidents (local/county or State) on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until the report is submitted.

- 3.13 **Wisconsin Hazardous Material Response System Member Rosters:** Under Subsection 5.11, members of the Wisconsin Hazardous Materials Response System are considered state employees for worker's compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely member rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Advisory Committee

- 4.1 There are currently four agreements establishing separate Wisconsin hazardous materials taskforces. Section 4 of each such agreement authorizes the creation of a committee that will advise the Division on matters relating to the exercise of the Division's discretion
- 4.2 The committee shall be advisory only.
- 4.3 Committee membership shall be made up of two representatives from each type of team (Type 1, Type 2 and Type 3) and one at-large representative.
- 4.4 Membership may be drawn from any of the contractors of any of the four taskforces.
- 4.5 The members of the advisory committee shall be appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.

5.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by Contractor and (2) Team Response Costs. Each of these is discussed below.

- 5.1 **Annual Allocation and Quarterly Payments:** As provided under Wis. Stat. §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually,

commencing 7/1/2023 and for State Fiscal Years 2022/2023 through 2023/2024, under this Agreement for its approved annual allocation as described in "Exhibit B", attached and incorporated by reference. The payments shall be made to Contractor on a quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or canceled with respect to the Contractor. If the Agreement has been terminated or canceled with respect to the Contractor prior to the end of the Agreement, payment of annual allocations will be made pursuant to Section 8.8. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under Wis. Stat. § 20.465(3)(dd) of the Wisconsin Statutes.

- 5.1.1 Funds allocated under Subsection 5.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, funds allocated under Subsection 5.1 of this Agreement shall not be used by Contractor to supplement, offset, replace, decrease or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

- 5.2.1 **INSERT REGION Wisconsin Hazardous Materials Taskforce Response Costs and Reimbursement:**

- 5.2.2 Pursuant to Wis. Stat. §323.70(3) of the Wisconsin Statutes and as set forth in this Section 5.2.1, Contractor shall be reimbursed for reasonable and necessary response costs and expenses incurred in responding to an emergency involving a Level A release or potential Level A release pursuant to this Agreement.

Taskforce response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

a) For full-time fire departments, at the actual cost of personnel expenses.

b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

5.2.3 If the Division determines that an emergency requiring a response per this Agreement existed, the Division will issue reimbursement for response costs to Contractor within 60 days after receiving a complete application for reimbursement from Contractor on a form prescribed by the Division, but only if the completed application is received by the Division within 45 days after the conclusion of deployment for a response under this Agreement.

5.3 **Training Costs**: In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grants" and will be available to Contractor based upon established criteria. The Division makes no representations that funding will be available to any or all parties.

5.2.4 **Duty Disability Premium Increases**: The Division shall reimburse Contractor for costs incurred by Contractor for any increase in contributions for duty disability premiums as set forth in Wis. Stat. § 323.70(3m) for employees who received duty disability benefits because of an injury incurred while performing duties as a member of the **INSERT REGION** Wisconsin Hazardous Materials Taskforce while engaging in a response to a Level A emergency under this Agreement.

5.5 **Standard Equipment Purchases and Cache**: The Division intends to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting

an "E-Grants" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

The Division intends to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

- 5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2023-2025 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.
- 5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.
- 5.9 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.
- 5.10 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 5.11 **Worker's Compensation:** A member of the **INSERT REGION** Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under §323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.
- 5.12 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge

the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

- 5.13 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.
- 5.14 **Taskforce Members:** Members of the **INSERT REGION** Wisconsin Hazardous Materials Taskforce are firefighters and therefore are considered protective occupation employees.

6.0 Liability and Indemnity

Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

- 6.1 **Scope** During operations authorized by this Agreement, Contractor employees who are part of Contractor's emergency management program shall be agents of the State and protected and defended against tort liability under Wis. Stat. §323.41. For purposes of Wis. Stat. § 895.46(1), members of the **INSERT REGION** Wisconsin Hazardous Materials Taskforce shall, during authorized operations, be considered agents of the State and the State will indemnify such employees as required under Wis. Stat. § 895.46(1). For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team.
- 6.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a Hazardous Materials Taskforce, a member of such a Taskforce, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division under Wis. Stat. § 323.70 are immune from civil liability for acts or omissions related to carrying out responsibilities under this Agreement.

7.0 Insurance Provisions

- 7.1 **General Liability Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million (\$1,000,000) liability for bodily

injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D".

- 7.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 7.1. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D".

- 7.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the Division.
- 7.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide to the Wisconsin Department of Military Affairs' General Counsel an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement or, if self-insured or uninsured, a Certificate of Protection in Lieu of Insurance Policy prior to commencement of this Agreement and annually thereafter.

8.0 Standard Contract Terms, Conditions and Requirements

- 8.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between its membership in the Hazardous Materials Response System, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and its employees and another person or organization that constitutes a conflict of interest with respect to a state contract.

Contractor agrees as part of this Agreement that, during performance of this Agreement, it will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the

Wisconsin Department of Military Affairs or has interests that are adverse to the Department.

The Department of Administration may waive the provisions of the previous two paragraphs, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 8.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 8.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 8.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 8.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer where required by law.
- 8.6 **Taskforce Member Removal:** If an individual **INSERT REGION** Hazardous Materials Taskforce member is substantiated to have been negligent or unresponsive with respect to the requirements under this Agreement, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the Taskforce. A request by the Division to dismiss a Taskforce member shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor and/or fire department management with regard to employee discipline shall be at the sole discretion of the Contractor and/or fire department management.
- 8.7 **Hold Harmless:** Contractor will indemnify, defend against and hold harmless the

Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

8.8 **Termination of Agreement:**

Contractor may terminate this Agreement at will by delivering ninety (90) days' written notice to the Division of intent to terminate, during which 90-day period Contractor must continue to provide services under the Agreement. If the Agreement terminates at the end of a quarter based on Contractor's 90-day notice of termination, Contractor will be paid its quarterly payment from the Annual Allocation, but no further Annual Allocation payments will be made. If the Agreement terminates during a quarter based on Contractor's 90-day notice of termination, Contractor will be paid a prorated amount of its Annual Allocation for that quarter, but no further Annual Allocation payments will be made.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments under this Agreement.
- (2) Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- (3) Any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- (4) Failure of Contractor to comply with the terms, conditions and specifications of the Agreement.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except as provided elsewhere in the Agreement.

8.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-

appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of annual allocations will be made to the extent funds have been appropriated.

- 8.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

- 8.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations and agreements, written or oral, with respect to the subject matter of this Agreement.
- 8.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.
- 8.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, rules and regulations and ordinances which are in effect during the period of this Agreement, and which may in any manner affect performance of obligations under this Agreement.
- 8.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 8.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 8.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management

WI Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: State General Counsel
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 8.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 8.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance. In the event additional funding is provided for the four taskforces (Northwest, Northeast, Southwest and Southeast) as a group, the provisions in this Agreement and the agreements establishing the three other taskforces regarding payment to contractors shall be modified by written agreement of the parties to reflect the additional funding consistent with any legislative directive.
- 8.19 **Approval Authority:** Contractor's representatives certify by their signature below that they have the necessary and lawful authority to enter into contracts and agreements on behalf of the Contractor.
- 20.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.
- 8.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, under this Agreement, on the part of the Division, State, or Contractor, shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the

time and to the extent expressly provided by the Division, State, or Contractor, in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

- 8.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 8.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in Exhibit A to this Agreement, shall control.
- 8.24 **Amendment to Comply With Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.
- 8.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _____, 2023.

Greg Engle, Division Administrator

Exhibit A

- 1.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 2.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 3.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 5.0 NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §. 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. Contractor is exempt from having to file an affirmative action plan but must request the exemption within fifteen (15) working days from the date the Agreement is fully executed.

5.1 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

5.2 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

5.3 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

5.4 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

6.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

7.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

8.0 PUBLIC RECORDS ACCESS: Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State's instructions on how to respond to the request. The contractor,

following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 9.0 DISCLOSURE:** If a state public official (Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat. § 19.45(6), before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, Wis. Stat. § 16.417.

- 10.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

- 11.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

- 12.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Exhibit B

**[STATE REGION] WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE**

***WISCONSIN HAZARDOUS
MATERIALS RESPONSE SYSTEM***

BUDGET

CONTRACTORS:

LIST MEMBERS

TEAM NAME	TEAM TYPE	BUDGET 7/01/23- 6/30/24	BUDGET 7/1/24- 6/30/25
	TYPE INSERT APPLICAB LE TYPE		
	TYPE INSERT APPLICAB LE TYPE		
	TYPE INSERT APPLICAB LE TYPE		
	TYPE INSERT APPLICAB LE TYPE		
	TYPE INSERT APPLICABL E TYPE		

NOTE: CHECKS WILL BE MADE PAYABLE TO EACH CONTRACTOR NOTED
ABOVE ON A QUARTERLY BASIS AS SPECIFIED IN THE AGREEMENT.

Exhibit C

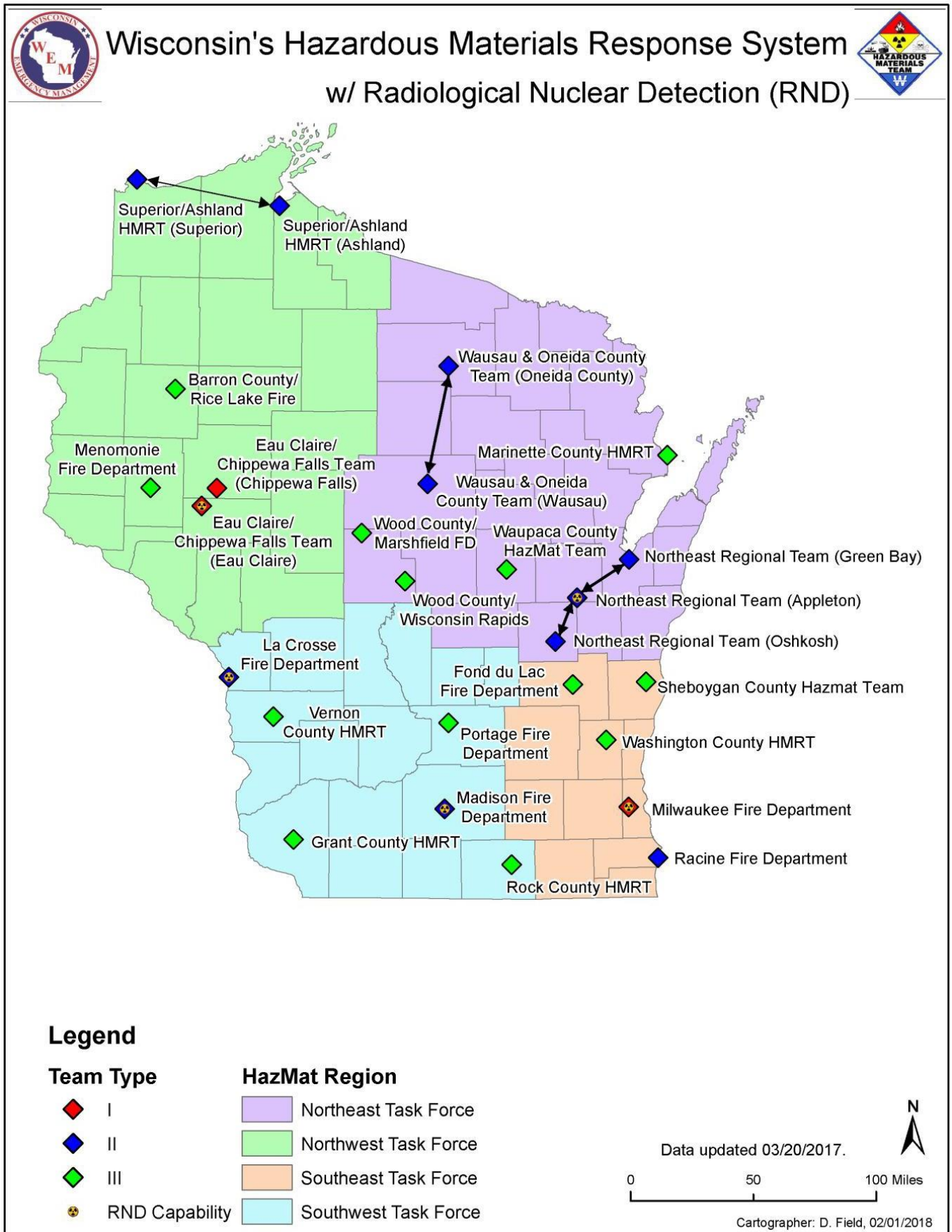


Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE

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

RESOLUTION OF THE COMMON COUNCIL

Approving agreement for settlement of lawsuit – James Kurth and Lynn Kurth, Marathon County Case No. 20-SC-513

Committee Action: *Pending*

Fiscal Impact: \$1,600

File Number: 23-0404

Date Introduced: April 11, 2023

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☒ No ☐	Budget Source Self Insured Fund
	One-time Costs:	Yes ☒ No ☐	Amount: \$1,600
	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, a Claim was filed by Lynn Kurth with the city on August 5, 2019, alleging damage to her vehicle after debris fell off a front end loader while participating in the large item drop off at 400 Myron Street on July 27, 2019, seeking damages in the amount of \$3,760.14; and

WHEREAS, the Board of Public Works, at their September 5, 2019 meeting, approved the claim in the amount of \$1,410.02; and

WHEREAS, a Summons and Complaint was filed in Marathon County Circuit Court, Case No. 20-SC-513, on February 20, 2020 and served on the city on February 25, 2020; and

WHEREAS, the parties have participated in settlement discussions; and

WHEREAS, the parties have settled for an amount of \$1,600, for a release of all claims, subject to Common Council approval.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Wausau does hereby approve the settlement and authorizes the payment for such settlement, in exchange for a full release of all claims of the plaintiffs and dismissal of Case No. 20-SC-513.

Approved:

Katie Rosenberg, Mayor